

# BUCS MATCH APPEAL DECISIONS 2019-20

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To aid transparency of BUCS's disciplinary processes, upon the conclusion of initial, full and final appeal hearings, BUCS publishes a summary of each case, including the findings and penalties imposed. Published cases do not carry the names of any institution/Playing Entity or individuals involved.

This document contains summaries of all match appeals ruled on in the 2019-20 season to date. Where there is a gap in the numbering, this will be as a result of an appeal having been withdrawn before it was ruled on.

**Please note:** Whilst these case summaries may be helpful for institutions/Playing Entities to refer to when considering whether or not to submit an appeal, and the BUCS Appeals Panel/Disciplinary Panel will refer back to previous cases of a similar nature when making a ruling, it is important to note that every case is different and so however similar cases may seem, no specific outcome is guaranteed.

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**Appeal Number:** 1

**Type of Appeal:** Initial

**Sport:** Men's Football

**League (Tier only)/Knockout (Level only):** Tier 5

**Regulation(s):** FOO 8.1

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The home team have raised this appeal citing FOO 8.1, stating that this regulation was breached with two away team players returning to the pitch after having been substituted. The home team argue that this gave the opposition an advantage as their players were able to recover throughout the game which affected the later stages of the game. No Playing Under Protest Form was completed/submitted as the home team stated that: "This came to light after the match had finished and was the result of discussions with our own players afterwards. It was then confirmed by the referee with reference to his team sheet."

In the away team's response, they state that the referee verbally confirmed to their head coach prior to the match beginning that rolling substitutions were acceptable. This is reflected in the home team's supporting evidence to their appeal where the referee confirms that he did not know that rolling substitutions were not allowed. The away team state that were they to have been advised that rolling substitutions were not permitted, then they would not have tried to make these changes to get the players back on the field of play.

REG 10.3 states that: "an institution/Playing Entity cannot appeal against a decision made by an official appropriate for the match. Further to this, REG 10.4 states that: "It is the responsibility of the first named (home) institution/Playing Entity to ensure that all match officials are aware of the BUCS general and sport specific regulations, especially where these differ from International/National Governing Body regulations."

There has been no questioning as to whether the official appointed was appropriately qualified and as the home institution/Playing Entity, responsibility sits with the home team for ensuring that the referee was aware of the correct regulations.

Therefore, the Panel have ruled that the appeal is rejected, with the home team being charged the £50 lodging fee.

However, the Panel also requires both the home team and the away team to educate their players and coaching staff on the BUCS Football regulations and to ensure that they are providing these to any referees that they have appointed for their home fixtures to avoid any repeat incidents of this nature.

**Appeal Number:** 2

**Type of Appeal:** Initial

**Sport:** Women's Lacrosse

**League (Tier only)/Knockout (Level only):** Tier 2

**Regulation(s):** LAC 3

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing LAC3, stating that this regulation was breached as "The pitch was not properly marked as there was no sidelines and people's bags were being used to mark out the pitch." The away team also added: "No specific regulation relating to not using a standard goal. The goals were flimsy as they were pop-up goals and not made up of permanent parts of metal as all standard lacrosse goals are."

The away team filled in a Playing Under Protest Form at half-time, however the home team refused to sign it, arguing that it should have been presented prior to the match starting. This refusal to sign was flagged to the away team's AU who informed BUCS and the home team of this over the telephone.

In the home teams' response, they state that the umpires spoke to both teams about the boundaries and goals prior to the match starting, providing opportunity for the way team to have Played Under Protest from the start. E-mails from both umpires confirming this were provided as supporting evidence. With regards to the goals, the home team state that there is no specific regulation relating to these, that they have used them in previous BUCS seasons without any challenges, and that there is no photographic evidence to support the way team's claims, only stock images from the internet.

REG 12 is clear that if a team is aware of a breach of regulations before a match starts but begin play without correctly completing a Playing Under Protest Form, then they are deemed to have accepted the conditions of play and can therefore not later 'play under protest' not submit a match appeal based on those grounds. From the statements provided by the umpires, it is evident that the away team were aware of both the issues with the markings and the goals prior to the match starting and did not complete a Playing Under Protest Form at this time.

Therefore, the Panel have ruled that the appeal is rejected, with the away team being charged the £50 lodging fee.

The Panel also has some further points of advice and actions for both the home team and the away team:

Playing Under Protest Form – Even though it was an issue that the away team should have raised before the match began, under REG 12.3.2 the home team should not have refused to have signed the form. Should BUCS receive a further report of a refusal to sign by the home team then BUCS will take further action. Signing is simply acknowledging the opposition's grievance(s) and when they are raised. It also allows for them to make their own response on the form. These forms also do not need signing by match officials, teams only need permission from match officials if they need to stop play to sign a form (REG 12.2). Both institutions are also advised to ensure that their teams start using the current BUCS Playing Under Protest Pro Forma as the one used in this case was an old version and there have been some changes to format and guidance on the reverse.

Supporting evidence – Linked to the above, simply making a statement on a Playing Under Protest Form is in most cases not sufficient for appealing the issue. Supporting evidence should be collected to support it as advised under REG 12.4.

Lacrosse specific regulations – Both institutions stated that there are no regulations specifically relating to goals, however LAC states that "The BUCS Lacrosse Championships shall be conducted in accordance with the following BUCS sport specific regulations, the BUCS general regulations, and the FIL Rules." The FIL rules have clear regulations on the requirements for goals that both institutions should ensure that their teams are aware of and that they adhere to.

**Appeal Number:** 3

**Type of Appeal:** Initial

**Sport:** Women's Basketball

**League (Tier only)/Knockout (Level only):** Tier 2

**Regulation(s):** REG 9.3.5.2, REG 9.3.6.2, REG 9.5

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:** The away team have raised this appeal citing REG 9.3.5.2 and REG 9.3.6.2, stating that these regulations were breached as the match time shown on BUCS Play was 17:00, but the home team had arranged a 17:30 start time. The away team have argued that by arranging their team and travel around the 17:00 match time listed on BUCS Play they travelled short of players who it turned out would have been able to play/travel for a 17:30 start time had this been agreed.

The away team have supplied a Playing Under Protest Form as supporting evidence to show that these grievances were raised before the match started.

In the home team's response, they acknowledge that the time stated on BUCS Play was 17:00. However, the home team argue that in their fixture confirmation e-mail sent on Friday [REDACTED] that they communicated: "Please note: Games at the home team's venue - The times shown on BUCS Play are the warmup times. Actual start times are shown on the spreadsheet." In the spreadsheet it states in the start time column "5.30pm (warm up 5pm)".

It is therefore clear that the home team are in breach of a combination of REG 9.3.5.2 and REG 9.3.6.2 as by posting 17:00 on BUCS Play they are designating this as the start time and there was no written agreement with the away team for a 17:30 start time. Once a start time has been added on BUCS Play and the 14 day deadline of REG 9.3.6 has passed, then the start time cannot be changed without agreement of the opposition. As such, as soon as this deadline had passed, the away team would be able to arrange their team and travel knowing that the time could not be changed without their agreement. Had a start time of 17:30 been agreed, then conceivably the away team could have adjusted their departure time accordingly and increased the number of players available for selection.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the fixture should be replayed at the away team's venue, following the procedures of REG 14.3 to find a suitable date.

Despite the breach of these regulations, there are questions as to why this issue was not identified by either institution before the day of the fixture, as both had sent out fixture confirmations to each other with contradictory start times (a start time of 17:00 was displayed on the away team's fixture confirmation e-mail sent on Thursday [REDACTED]), and had these been checked/queried this could have enabled the opportunity to try and resolve the matter before the away team travelled. This does not affect the appeal decision but is an area that the Panel advises both institutions to address as the fixture confirmation process should give the chance for institutions to spot details that don't match what they are expecting, for example because alternative arrangements have been agreed in writing but not updated on BUCS Play.

Additionally, the home team referred to an understanding that "spreadsheets are no longer to be used" and the Panel wish to make clear that this is not the case. REG 9.5 (Fixture confirmation) does not dictate the exact format in which fixture details should be confirmed, so long as the message is sent via email. As such, spreadsheets can still be used, but additionally, so can referring institutions to BUCS Play for details captured on there (such as times and venues) as long as any other items that are required to be communicated are covered in the email or an attachment. If not exporting dates and times straight from BUCS Play though, institutions must be careful to check that all details match what is displayed on there.

**Appeal Number:** 4

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Rugby Union

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 9.2.1, REG 14.1

**Decision:** Appeal Accepted – Replay at Home Team's Venue

**Justification of decision:** The away team have raised this appeal against the walkover claimed by the home team for an alleged breach of REG 9.2.1, arguing that they had grounds for postponing the fixture given concerns over the spreading of mumps and based on medical advice they had received and guidance from *Staff Member A* at BUCS.

In the home team's response, they state that "*Staff Member A's* initial response recommending they cancel fixtures was inappropriate" as *Staff Member A* is not medically qualified to suggest that and should have maintained a neutral position. Additionally, they argue that only two or three players had been confirmed as having mumps and that this was restricted to players from the 2<sup>nd</sup> and 3<sup>rd</sup> teams and so should not have affected the away team fielding their 1<sup>st</sup> team. Finally, they cite the medical advice from *Individual Z* at their Home Union, in particular their comment that "There is no need to isolate non symptomatic personnel."

Before sitting, the Panel reviewed both institutions' submissions and supporting evidence, BUCS regulations REG 9.2.1 and REG 14.1, and whether there had been any similar cases or rulings in previous seasons.

Whilst there were previous cases of walkovers being upheld (although often classed as involuntary) for teams that were unable to field a side due to a combination of various injuries/illnesses to a number of players, there were not any cases relating specifically to a case of a contagious viral infection such as mumps.

Whilst the comment which the home team highlighted from *Individual Z* at their Home Union was that "There is no need to isolate non symptomatic personnel.", this was one piece of advice from a few medical sources that the away team approached.

Advice from *Individual Y* at the away team's Home Nation Sports Council was "I've recommended cancelling this week's away game to try and make sure no players with early symptoms travel and risk spread. I note this morning there has been a confirmed case at another university". Further to this, when the away team informed their Home Nation Public Health Body of the steps they had taken, they were advised that these were appropriate and that "you seem to have done everything that could be expected of you."

Given the tight timelines between the first cases being identified and the fixture itself, the away team could not have been 100% aware who was or was not affected or vaccinated and then addressed all concerns within this period. There was sufficient evidence provided however that there were cases of mumps within the club. [According to the NHS](#), "A person is most contagious a few days before the symptoms develop and for a few days afterwards. During this time, it's important to prevent the infection spreading to others, particularly teenagers and young adults who have not been vaccinated."

As such, the Panel were satisfied that the away team had acted on medical advice in their decision not to travel.

In coming to their decision as to whether this would be classed as extenuating circumstances to warrant a postponement under REG 14.1, the Panel considered the fact that mumps is not only a contagious viral infection, but also one which can lead to serious complications, including viral meningitis, pancreatitis and swollen testicles or ovaries. The Panel therefore felt that this was different to those previous cases noted above and thus that a new precedent could be set as a result of this case.

The Panel considered whether, were BUCS required to have made a call on this pre-fixture, and had insisted on the away team travelling despite the medical advice received, could this be justified given the potential for this to result in the infection further spreading not only among the away team, but also to the home team, match officials or others they may have come into contact with. The view of the Panel was that it would not be appropriate for BUCS to do so against advice from medical professionals.

Therefore, the Panel have ruled that the appeal is upheld as it would fall under REG 14.1 as extenuating circumstances that warrant postponing of the fixture, and the decision is that the fixture should be rearranged at the home team's venue, following the procedures of REG 14.3 to find a suitable date.

As an additional point, the Panel wished to comment on the references to *Staff Member A* and their e-mail to the away team which both institutions cited in their submissions. It should be noted that *Staff Member A* did not sit on the Panel for this case as both parties referenced them as being key in what occurred and they wished to ensure that the Panel will be deemed impartial and not at risk of any bias (conscious or unconscious) from them.

The Panel felt that the way in which *Staff Member A's* comments were used and suggested to be key to the dispute was not appropriate. *Staff Member A's* exact wording was: "Considering future fixtures, it would also be wise to look at postponing any scheduled for this week for any of your Men's Rugby Union teams until it is confirmed which players (and support staff) may have contracted mumps and which have not.". *Staff Member A* did not state that the away team definitely had grounds for a postponement but was suggesting that the possibility of postponement of fixtures was something they should be looking at. Further to the advice of contacting their Home Nation Public Health Body for medical advice and procedures to follow, *Staff Member A* was offering advice of a further consideration to make, as the earlier contact is made with opposition teams about potential issues with being able to play, the better for both parties.

Additionally, *Staff Member B* spoke to several members of staff from both institutions over the telephone a number of times explaining how they should discuss if the match should be postponed and if not, how a walkover should be claimed, and any subsequent appeal submitted and responded to.

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**Number:** 7

**Type of Appeal:** Initial

**Sport:** Women's Football

**League (Tier only)/Knockout (Level only):** Tier 3

**Regulation(s):** REG 10.2, REG 10.6

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 10.2 and REG 10.6, stating that these regulations were breached as "The home team had no officials booked for this match, an official appeared from another match 40 minutes after our scheduled start time. Clearly both teams agreed that no official was present at the appointed time. The away team are therefore claiming the walkover." The away team also argue they "do not accept the game to be a BUCS match after the match was called off at 2.35pm after no referee was in attendance". The away team state that after a Playing Under Protest Form was completed "a 'friendly' match was agreed with both captains" however they do not have any written evidence of this agreement.

The away team supplied as part of their appeal the Playing Under Protest Form as supporting evidence to show that they raised that they believed REG 10.6 had been breached and that this grievance was raised before the match started.

In the home team's response, they state that a referee was booked for this fixture, supplying evidence to show this, but that issues with the venue changing on BUCS Play resulted in him going and officiating a different match on *Pitch 2*, but that eventually they got him over to *Pitch 1* and that he referred the match in its entirety.

Having reviewed both submissions, the Panel firstly agreed that there was no evidence to suggest that there was agreement that the match which took place was a 'friendly' match and not the scheduled BUCS fixture. As such, by completing a Playing Under Protest Form and then playing, the away team were agreeing to participate in the BUCS fixture, but under protest for the reason stated on the form.

Both institutions have provided supporting evidence from their teams stating their version of events, but these are contradictory regarding both the issues before the match got underway, and any issues cited as having happened during the game. The away team state in this that they believe that the referee did not play a full 45 minutes in the first half or any additional time at the end of the second half and had a reduced half-time break, however these issues were not raised at the time on a Playing Under Protest Form and were not referred to as a regulation breach being appealed.

As such, the sole matter for the Panel to rule on was whether an official had been booked for the fixture. Having reviewed the supporting evidence provided, the Panel are satisfied that a referee was booked for this fixture.

Their late arrival and confusion as to whether they had been booked for this fixture stemmed from conflicting information as to the venue for the fixture. Whilst the home team cited issues with BUCS Play changing the venue, the Panel checked the audit trails and identified that the venue on here was changed from the previously set *Pitch 1* to *Pitch 2* by the home team Captain at 20:57 on Tuesday [REDACTED]. This was then the pitch cited when the home team made their request for the referee on Thursday [REDACTED], "we need a referee for Wednesday at 2pm we are playing the away team on *Pitch 2*", which was confirmed on Friday [REDACTED]. This therefore explains why the official would have initially attended *Pitch 2* and not arrived at *Pitch 1* until any confusion around this was resolved on the day.

Whilst this confusion led to the delay in the fixture starting, ultimately an official was booked, and the fixture took place.

Therefore, the Panel have ruled that the appeal is rejected, with the away team being charged the £50 lodging fee. However, the Panel also required that the home team discuss with their captains use of BUCS play and being careful that details such as venue are not accidentally changed or changed without consultation with the Sports Union to avoid any future issues. Both institutions are also advised to discuss

with their teams REG 12 (Playing Under Protest) and wider BUCS general regulations that may connect to their fixtures as based on the submissions it seems as though both were unclear around parts of these.

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**Number:** 8

**Type of Appeal:** Initial

**Sport:** Men's Rugby League

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 11.2, REG 11.2.2, REG 11.2.9, REG 11.2.10

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The home team have raised this appeal citing REG 11.2 and REG 11.2.2, stating that these regulations were breached as the away team did not complete a Team Sheet on BUCS Play, or complete a hard copy of a team sheet. The home team also raised the fact that the away team have already played three fixtures prior to this one and yet had only got two players registered to the squad – *Player 1* is down as Captain and *Player 2* as a squad member. The home team raised this with the away team's AU on Tuesday [REDACTED]. The home team provided a Playing Under Protest Form showing that they raised the grievances regarding a lack of team sheets prior to the fixture starting.

The away team did not submit a formal response to the appeal and as such under REG 15.8.5.3 the Panel's decision can only be based on the facts presented by the home team within their submission and that the away team may not subsequently appeal the decision reached.

It is clear from reviewing BUCS Play that the away team had not completed a team sheet on there for this fixture, nor for any of their previous fixtures this season. They have also not provided any evidence that any of these team sheets were completed in hard copy. It is also clear that they would not currently be able to correctly complete a team sheet on BUCS Play as they only have two people listed against their squad.

As such, the away team are in breach of REG 11.2 and subsections. With regards to the outcome of this fixture, REG 11.2 and its subsections do not state specific outcomes to a breach, e.g. rearrangement of the fixture or concession of a walkover, and the home team have not made a case for how the lack of the away team's sheet may have affected the outcome of this match. Therefore, the decision of the Panel is that the result of the fixture is to stand. However, for their breach of regulations which led to this appeal being submitted, the away team shall be liable for the £50 lodging fee. Additionally, for repeated breaches of REG 11.2 made evident through this appeal and the team's lack of responding to being informed of the requirement prior to the fixture, the away team are found to be in breach of REG 11.2.9 on multiple occasions and thus shall face a fine of £250 which the Panel encourage to be passed on to the team. Should the team continue to breach REG 11.2/REG 11.2.9 then they will be liable for further sanctions which could include further fines, deduction of BUCS Points, concession of walkovers or disqualification from the league or knockout competition.

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**Number:** 9

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Football

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 9.2.1, REG 14.1

**Decision:** Appeal Accepted – Replay at Home Team's Venue

**Justification of decision:** The away team have raised this appeal against the walkover claimed by the home team for an alleged breach of REG 9.2.1, arguing that that they had grounds for postponing the fixture under REG 14.1/REG 14.1.1 given concerns over the spreading of mumps and based on medical advice they had received, and the outcome of a previous appeal relating to mumps. The away team also argue that the home team were initially accommodating of rearranging the fixture, and dates were exchanged before the home team, then claimed a walkover after the scheduled date of the fixture passed; which the away team do not believe is permitted.

In response the home team raise a few points as to why they feel that their walkover claim is valid. Firstly, the home team state that the away team did not provide them the necessary information in a timely manner for them to make an informed decision as to whether the away team had a valid case for postponing the fixture; they highlight that the away team were aware of the situation on Friday [REDACTED] but only made their first contact with the home team on Monday [REDACTED]. The home team felt that the away team should need to evidence their grounds for postponement before they agreed to a rearrangement. Secondly, the home team argue that the advice previously given to the away team by their Home Nation Public Health Body regarding another of the away team's clubs was not applicable to their Men's Football Club and that the most recent advice from the away team's Home Nation Public Health Body would support the fact that the match should not have been postponed: "Any decision to postpone matches should be based on whether a team can be fielded with well students – I wouldn't routinely postpone matches just because there is mumps in an establishment."

Before sitting, the Panel reviewed both institutions' submissions and supporting evidence, BUCS regulations REG 9.2.1 and REG 14.1, and the previous appeal case cited by both institutions.

The Panel would like to clarify that following the previous appeal regarding mumps, BUCS has not "said they would even look to including a new rule within the regulations to cover such instances". What had been acknowledged was that as the Panel were not aware of any similar previous cases, a new precedent could be set as a result of the case. This precedent could then be applied to REG 14.1. With any future cases, the Panel would have this case as guidance on a previous decision but would always look at the individual factors relating to each circumstance, which could vary and thus affect whether the same decision would be appropriate.

As such, the away team are advised that should they have to deal with such an incident in future, they should review how they are communicating with opposition institutions, explaining and evidencing why they believe they have grounds for a postponement and doing so as soon as is possible after such an incident has come to light.

The home team highlighted the following comment from the away team's Home Nation Public Health Body as the most recent medical advice and the only one specifically received in reference to the away team's Football Club was that "Any decision to postpone matches should be based on whether a team can be fielded with well students – I wouldn't routinely postpone matches just because there is mumps in an establishment."

The Panel's view is that given the timelines between the first cases being identified within the Football Club and the fixture itself, the away team could not have been 100% aware who was or was not affected or vaccinated and then addressed all concerns within this period. [According to the NHS](#), "A person is most contagious a few days before the symptoms develop and for a few days afterwards. During this time, it's important to prevent the infection spreading to others, particularly teenagers and young adults who have not been vaccinated."

As such, the Panel were satisfied that the away team had acted on medical advice in their decision not to travel.

In coming to their decision as to whether this would be classed as extenuating circumstances to warrant a postponement under REG 14.1, the Panel considered the fact that mumps is not only a contagious viral infection, but also one which can lead to serious complications, including viral meningitis, pancreatitis and swollen testicles or ovaries.

The Panel considered whether, were BUCS required to have made a call on this pre-fixture, and had insisted on the away team travelling despite the medical advice received, could this be justified given the potential for this to result in the infection further spreading not only among the away team's team, but also to the home team's team, match officials or others they may have come into contact with. The view of the Panel was that it would not be appropriate for BUCS to do so against advice from medical professionals.

Therefore, the Panel have ruled that the appeal is upheld as it would fall under REG 14.1 as extenuating circumstances that warrant postponing of the fixture, and the decision is that the fixture should be rearranged at the home team, following the procedures of REG 14.3 to find a suitable date with the sending out of this decision being classed as when the postponement has been confirmed. The £50 lodging fee shall be split between the two institutions

However, the Panel would like to highlight the responsibility that the away team carries to provide thorough evidence and information to their opposition when requesting postponement of a fixture to gain agreement that it meets REG 14.1. The more information that can be provided and the further in advance of the fixture it can be sent the better as this will reduce the impact on both institutions and hopefully increase the likelihood of the institutions coming to an agreement on what should happen with the fixture.

The Panel would also like to address the away team's comments that they did not believe that the home team are permitted to claim a walkover having discussed the possibility of rearranging the fixture. Under REG 9.2.1, as a new date had not been agreed in writing and there was a disagreement as to whether the fixture fell under REG 14.1, it therefore remained in a state that it was expected to have taken place on the scheduled date of [REDACTED]. Whilst the home team may have suggested that they were open to rearranging the fixture, they were not obliged to do this (as there was no agreement on REG 14.1 applying) and were permitted to claim a walkover citing a breach of REG 9.2.1.

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**Number:** 10

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Football

**League (Tier only)/Knockout (Level only):** Conference Plate

**Regulation(s):** REG 9.3.1, REG 9.3.3.1, FOO 6, FOO 10.3

**Decision:** Appeal Rejected – Result (walkover) to stand

**Justification of decision:** The home team have raised this appeal against the walkover claimed by the away team for alleged breaches of FOO 6 and FOO 10.3, arguing that this was an external venue that they had booked via an external company in good faith and in the belief that it would be suitable for use as it was advertised as a 3G pitch that can be used for 11-a-side matches. They argue that had they been aware. The home team also state that having informed the away team that it would be a 3G pitch and that no metal studs were to be worn (fixture confirmation e-mail provided as evidence), that some of the away team players had turned up with metal studs and so would not have been able to play if the match had gone ahead. The home team also advise that as soon as they became aware of the issues on the day, they contacted the company through which they booked the venue and were advised that the initial issue raised of there being only one goal would be rectified. At 13:55 a member of staff from the venue then advised the teams that a second goal was not available and shortly after both teams agreed that the pitch was unsuitable.

The away team submitted a response to the e-mail, however as the form was not correctly completed, signed and authorised the Panel were not able to consider its contents.

Whilst the home team state that they booked the pitch in good faith based on the website stating that the pitch was 3G and that "The pitch can be used for 11 aside matches", no evidence has been provided to show that the home team specifically checked that the venue would meet the requirements of FOO 6 or REG 9.3.3. Both institutions should note that FOO 10.3 does not apply to this fixture as it sits under "FOO 10 Additional Premier Tier/Championship specific requirements". As such, REG 9.3.3 applies to the playing surfaces acceptable for use at this level.

Even when booking an external venue, under REG 9.3.1 and FOO 6 the home team is responsible for making sure that this will meet requirements and in this case the Panel deems that the home team have not made sufficient efforts to ensure that this would be the case. In the appeal the home team themselves state that they assumed that "the playing surface...would be 3G" and that "nets would be provided with the booking".

REG 9.3.3.1 states that "Artificial pitches International/National Governing Body approved (certified) artificial pitches are permitted for use in all tiers of competition". The home team did not check when booking that this pitch was either FA or FIFA approved/certified which should have been done before making the booking rather than assuming that because it was 3G it would be suitable.

The Panel have therefore determined that the home team are in breach of both FOO 6, REG 9.3.1 and REG 9.3.3.1 and that they did not take sufficient steps to ensure that the venue they were using would meet these. There the Panel have ruled that the appeal is rejected, and the walkover shall stand as a voluntary walkover, with the home team being charged the £50 lodging fee.

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**Number:** 11

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Futsal

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 10.6, REG 10.6.1, REG 10.6.2, REG 10.6.3

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:** The home team have raised this appeal against the walkover claimed by the away team for an alleged breach of REG 10.6/REG 10.6.1/REG 10.6.2, arguing that they had agreement from the away team to have just one match official, an official was booked but then subsequently let them down on the day of the match as they got stuck in traffic and thus were not able to attend. Based on this, the home team argue that REG 10.6.3.1 should apply and the fixture be rearranged to be played with the away team as the host. To support their case the home team provided e-mails showing agreement from the away team to play with one match official, that they had an official booked for the match after the originally appointed referee dropped out, and that the referee confirmed that they had let them down due to being unable to get to the venue in time on the day following being stuck in traffic.

In the away team's response they argue that they were under the impression that the one official was the one appointed by the FA via BUCS and that it was only on this basis that they agreed to just one official being used as they are aware of the strain on officials being available with multiple competitions taking place on this date. The away team further argue that they were not made aware that the subsequently secured official already "had a different appointment at a venue some considerable distance away on the same day" and that on this basis they would "not have agreed to one official and would have suggested moving or reversing the fixture."

The away team further raise that the home team did not advise them on Thursday [REDACTED] or Friday [REDACTED] that they had any issues with the originally appointed official and were appointing a different official. Finally, the away team state that "The official was not just held up in traffic, he communicated he could not attend until 8pm at least an hour after the official start time.", however no evidence was provided to support this statement. In summary, the away team argue that the home team did not fully communicate the circumstances of the official eventually appointed who they believe would have found it impossible to arrive on time for the fixture and as such the home team had effectively not appointed an official.

Having reviewed both submissions and supporting evidence provided, the Panel have ruled that the home team are not in breach of REG 10.6/REG 10.6.2 and that REG 10.6.3.1 would be applicable in this scenario. When they weren't appointed two match officials by the FA via BUCS, the home team requested the away team's permission for the match to be played with just one official on Wednesday [REDACTED] at 15:02, permission was subsequently granted by the away team at 16:25 who advised "the team will play with one ref...".

At 21:19 on Wednesday [REDACTED] the home team were then advised by this official that they would not be able to fulfil their appointment as they had also been appointed games elsewhere – this was something not within the home team's control. By not informing the away team of this loss of the appointed official and looking to source a replacement, the home team could have been at risk of being in breach of REG 10.6/REG 10.6.2 were they subsequently not able to replace this official. However, by replacing the official with another they therefore were not in breach of REG 10.6/REG 10.6.2 as a replacement official was arranged.

From the confirmation email sent to the official by the home team and the email from the official explaining their non-attendance on the matchday there is no suggestion that there was any concern raised by the official to the home team that they may be at risk of not arriving at the venue on time. It can also be seen from the confirmation email that the home team were also at this stage still trying to see if they could get a second official even though they had agreement from the away team to play with just one. The official explains the reason for their non-attendance was that they were caught up in traffic issues on their way to the venue which was something outside of the control of the home team and as such means that REG 10.6.3.1 is applicable in this scenario.

Therefore, the appeal is upheld, the fixture should be rearranged with the away team as the hosts and the away team shall be liable for the £50 lodging fee.

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**Number:** 12

**Type of Appeal:** Initial

**Sport:** Women's Football

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 9.4.1, REG 10.2, REG 10.3, REG 15.3, IFAB LAW 4.3

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 9.4.1, stating that this regulation was breached as the two institutions had discussed a potential kit clash on the Monday via e-mail and whilst the home team changed from purple to black shirts, the away team wear shirts that are purple fading into black along with black shorts and they therefore feel that there was still a clash. Additionally, the away team state that the referee was required to change shirt to a yellow top, whilst still wearing black shorts and socks and the assistant referees were wearing all black with dark blue bibs which they argue caused further difficulties for their players.

The away team have supplied a Playing Under Protest Form as supporting evidence to show that these grievances were raised before the match started. The away team submitted photographs as supporting evidence, however these were not sent through until after the appeals deadline and so were not able to be included in the case.

In the home team's response, they cite REG 10.2 and REG 10.3 arguing that the match officials, which were appropriately appointed, permitted the match to take place and deemed there to be no clash that would impair their decision making. The home team also cite REG 15.3 and continuing their argument that this comes down to a decision made by the officials, state that the away team did not try and get in touch with the home team to try and resolve this between the two institutions before submitting the appeal and thus on that basis it should be rejected.

The Panel agree that by considering the teams' and officials' kits and subsequently permitting the fixture to take place the referees have determined that there is no kit clash issue. Aside from the BUCS regulations (REG 9.4), Football officials are also responsible for enforcing the IFAB Laws of the Game and did not raise a breach of IFAB LAW 4.3 and thus BUCS REG 9.4 regarding playing colours. Therefore, this would be a matter of the away team trying to appeal a decision made by an official appropriate for the match which is not permitted under REG 10.3. The Panel do not however feel that the away team were in breach of REG 15.3 as this regulation is in reference to institutions appealing whether officials were appropriate for the match, for example, were they qualified to the correct level or neutral if required.

Therefore, the decision of the Panel is that the result shall stand, and the away team shall be liable for the £50 lodging fee.

The Panel would also like to raise some points of consideration for both institutions for when such an issue arises in future. Firstly, neither institution provided evidence of the conversations which the away team said were had over e-mail regarding the kit clash to prove what discussions around REG 9.4 and REG 9.4.1 were had or if the correct processes were followed. Therefore, both are encouraged to review their processes for confirming kit colours to both opposition teams and match officials to try and avoid such a dispute arising in future. Secondly, both institutions should ensure that all supporting evidence is provided at the time of submission (prior to the deadline) and that the validity of items such as statements can be proven.

**Number:** 13

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Rugby Union

**League (Tier only)/Knockout (Level only):** Tier 6

**Regulation(s):** REG 9.9, REG 13.7.1

**Decision:** Appeal Rejected – Result (walkover) to stand

**Justification of decision:** The away team have submitted an Initial Appeal Pro Forma regarding the walkover claimed by the home team for their team not showing up for the fixture. However, on the Pro Forma, the away team cite REG 13.7.1 as being contravened which is in reference to applying to have a walkover be considered involuntary:

**“REG 13.7.1** In the first instance all walkovers will be deemed voluntary. For a walkover to be considered involuntary, an institution/Playing Entity must submit a BUCS Involuntary Walkover Pro Forma (Appendix 9), along with any supporting evidence, to [discipline@bucs.org.uk](mailto:discipline@bucs.org.uk) no later than 24 hours (outside of weekends and bank holidays) after notification of the walkover being claimed/conceded as per REG 13.7.3.”

Through the Pro Forma and their supporting evidence the away team explain how they feel the circumstance of their team not showing up for the fixture was reached and what they did in terms of offering to support a rearrangement of the fixture but do not at any point cite any regulations alleged to have been breached by the home team. REG 15.1.2 states that “only where it is alleged that a regulation has been breached should a match appeal be lodged.” Furthermore, under REG 15.1 it is stated that walkover appeals may be submitted in the circumstances that there is “a perceived lack of grounds for a walkover, or the view that the walkover should be reversed for a breach of regulation(s) by the opposition”.

At the end of their submission, the away team state that they feel that “on this occasion, this would be considered an involuntary walkover as although the home team did try keep us in the loop, we felt communication was late and did not chase us once we did not respond and therefore feel the walkover is unfair.” However, if the away team were not intending to appeal the walkover but requesting consideration for it to be deemed involuntary then REG 13.7.1 should have been followed rather than a match appeal being submitted.

In the home team's response they argue that they kept the away team updated in writing regarding the appointment of the referee and that if they had decided that they were unable to make travel arrangements that they should have informed the home team in writing prior to any student lectures or staff meetings that they would not be travelling. The home team state that if this had occurred then they would have been understanding and been able to inform their team and the referee of the cancellation. However, as they were not notified in writing that the away team would not be showing up for the fixture, they argue that REG 9.9 is applicable, and therefore a walkover to the home team was appropriate.

The home team highlight that the appeal submission by the away team does not cite any regulations contravened by the home team and also note that contrary to claims made by the away team, they had cancelled their minibus prior to being informed of the originally appointed referee having become unavailable, already planning to travel by train, and so there should have been no impact on travel costs or arrangements as a result of this.

Having reviewed both submissions and supporting evidence provided, the Panel have determined that the voluntary walkover claimed by the home team shall stand, with the away team being liable for the £50 lodging fee, as the away team were in breach of REG 9.9 and have not alleged or demonstrated that any regulations were breached by the home team or argued that REG 9.9 is not applicable.

Both institutions are advised to ensure that in future they are timely and clear with communications around fixtures. Institutions are always encouraged to work together to try and still play matches when issues arise but must ensure to give each other clear deadlines by when they will need to make a final call and then be available to action any notifications received.

The Panel also notes that the away team's claim that they cancelled their minibus booking as a result of being advised of the official becoming unavailable to be false as their own supporting evidence shows that

they had already cancelled this and were considering taking the train prior to being informed by the home team of the issue with the official. As such, the away team are advised that they should check the validity of any future appeals or involuntary walkover requests submitted.

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**Number:** 15

**Type of Appeal:** Initial

**Sport:** Women's Water Polo

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 10.2, REG 10.3, REG 10.6, WAT i

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 10.2, REG 10.6 and WAT i, stating that they felt that one of the referees was not appropriate for the match and that decisions they were making were not in accordance with the FINA Water Polo Rules and had affected the result so it therefore should not stand. Whilst the away team argued that under REG 10.6 failure to obtain the appropriate officials could lead to a forfeiture of the fixture, they stated that they had offered a replay of the fixture.

In support of their appeal the away team supplied photographs of the scoresheet, a playing under protest form and photograph taken at the start of the match, videos of sections of the match, and statements from their coach and some players.

In the home team's response they cite REG 10.3 arguing that both match referees were appropriately appointed in accordance with Appendix 5 and therefore that the away team cannot appeal against any decisions made by them. The home team argue that any of the comments from the away team are their opinions on how the referee has performed their duties and applied the rules and again that REG 10.3 means that these should not be considered relevant. The home team also provided evidence to show that the referee whose appropriateness was being questioned by the away team is qualified to grade C and that the other referee is qualified to grade D.

The Panel consider that BUCS REG 10.3 is clear that an institution/Playing Entity cannot appeal against a decision made by an official appropriate for the match. Officials are deemed as being appropriate for a match if they meet the requirements of Appendix 5, which both referees for this match did.

Therefore, the decision of the Panel is that the result shall stand, and the away team shall be liable for the £50 lodging fee.

When institutions raise concerns over the quality of appropriately qualified officials to BUCS, the organisation's advice is always to raise these with both the opposition institution and the relevant Governing Body that would be responsible for issuing/managing their qualification. By doing so, the opposition institution can consider if they feel that based on these concerns, they should look to use an alternative official in future and the relevant Governing Body may have the opportunity to review these concerns with the official or have a process through with to review their qualification.

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**Number:** 16

**Type of Appeal:** Initial – Walkover, then Full

**Sport:** Men's Lacrosse

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 9.3, REG 9.7, LAC 3

**Decision of Initial Appeal:** Appeal Rejected – Result (walkover) to stand

**Justification of Initial Appeal decision:** The home team have raised an appeal against the walkover claimed by the away team for an alleged breach of LAC 3, REG 9.3.1 and REG 9.3.3, arguing that the complexity of the situation surrounding their outdoor facilities resulted in many factors outside of their control.

The home team state that the work on the new pitch surface had started in [REDACTED], following on from a previous stage of the work, and was initially finished by the contractors on Monday [REDACTED]. However, the home team state that the contractors had not completed the job correctly and the pitch required work on the surface and markings which resulted in them cancelling fixtures scheduled for Wednesday [REDACTED], including a Women's Lacrosse fixture against an opposition who agreed to reschedule the match. The contractors were scheduled returned on Monday [REDACTED] to address the issues which the home team anticipated to be sorted that day, however the contractors again did not do the marking correctly and the home team state that this was not identified until their Facilities Manager was able to check it on Tuesday due to how late the work ran on Monday, following which communication was passed on to the away team at 14:10 on Tuesday [REDACTED] requesting that they re-arrange the fixture as their team were not happy with the pitch meeting regulations.

A conversation then ensued between the away team and the home team, with the away team asking for clarification on the exact issues as their team were still keen to play the fixture as scheduled. During this exchange, the away team stated that their team felt that it was something that should have been checked more than 24 hours before the match, but also that their team would like to proceed with the match if possible, mentioning that the venue had been used in previous years without a problem. At 15:56 the home team advised the away team that "Our grounds staff are going to work overnight to make the blue marking white and make sure all markings meet requirements. Therefore, apologies for unnecessary stress but the fixture will go ahead tomorrow as planned."

However, at 08:29 on the day of the fixture, the home team then advised the away team that the fixture would not be able to take place as their referee had looked at photographs provided by the grounds staff with the new markings and had "deemed from what he has seen as the pitch being unsafe to play today".

In email correspondence provided by the away team, the referee stated that: "I've just seen a picture of the back line on the new lacrosse field. I'm concerned that it appears VERY close to the line. I haven't been there yet myself, and due to an earlier game, i might not arrive until about 40 mins before the game tomorrow to assess the situation. If the back lines are as close to the fence as it appears in the photo, then I'd have to seriously consider whether the field is safe to play on."

The away team have subsequently argued that the home team have failed to meet REG 9.3.1 by not providing the correct facilities and further have breached REG 9.7 by not informing of a need to cancel the fixture until just over 24 hours before the fixture. The away team argue that if the home team were, as they state, aware that developments like this encounter issues/delays then they should have made alternative arrangements to be prepared for this possibility. The away team also state that had they been made aware of the issues the previous week then it would have allowed them time to offer their facilities or look at alternative arrangements.

REG 9.2.1 states that "All league matches must take place on the fixture date as set by BUCS, unless agreed by both institutions/Playing Entities to move the fixture to an alternative date...". The only exceptions to this are matches deemed as postponed under the definition of REG 14.1. Having reviewed the two submissions and the supporting evidence supplied by the away team, the Panel agreed that the circumstances which led to this fixture not taking place on the scheduled date would not fall under REG 14.1, and as such the home team do not have grounds to argue that the away team should have had to rearrange the fixture. The

fixture was not able to take place as scheduled as the home team did not provide the correct facilities which is a breach of REG 9.3.1.

Whilst the home team argue that the delays and errors with the initial pitch markings were out of their hands as they were the contractor's doing, the home team had initially scheduled a fixture for this facility prior to the work being finished and furthermore when the initial delay occurred a week prior, they then opted to keep the fixture scheduled for the facility whilst trying to rectify the errors rather than, or as well as, looking to change facility or seek an earlier agreement from the away team to reschedule the fixture.

The Panel have determined that the voluntary walkover claimed by the away team shall stand, with the home team being liable for the £50 lodging fee, as the home team are found to be in breach of REG 9.3.1 and thus REG 9.2.1 being breached. As part of their decision making, the Panel considered whether the walkover could be considered involuntary, and whilst the Panel note the efforts made by the home team to rectify the issues with the pitch markings, based on the reasoning above as to why the walkover should stand the Panel did not deem it to have been beyond the reasonable control of the home team to avoid forfeiting the fixture and so it was not considered involuntary.

**Decision of Full Appeal:** Appeal Accepted – Replay at Home Team's Venue

**Justification of Full Appeal decision:**

The home team exercised their right to take this matter to a Full Appeal on the grounds that they felt that extenuating circumstances must be taken in to consideration in this specific case, and it was their belief that the Panel had not in any way applied these when coming to the decision that REG 14.1 would not apply to this fixture. The home team reiterated that these extenuating circumstances were the fact that the facility not being suitable for use was outside of their control as it was down to the external contractors not correctly following out the work initially, and then further when minor adjustments were required.

In their response to the Full Appeal, the away team reiterated that their team stood by their decision to claim a walkover as they felt that the home team were in breach of REG 9.3 and should have advised them earlier of the issues to enable them to look at alternative options further in advance.

The Panel reviewed all of the case paperwork and then spoke to BUCS and representatives of both institutions before coming to their decision.

The Panel's view was that the spirit enshrined in BUCS competitions is that fixtures should be settled on the field of play, and not via walkovers, if at all possible, and that whilst the regulations had to be followed, they should be interpreted in accordance with that overriding spirit.

The Panel felt that the home team had reasonable expectations that a major contractor specialising in this work would deliver to specifications and on time. In fact, the work was advised as having been completed on schedule on Monday [REDACTED]. When the home team identified the issues on Tuesday [REDACTED], they contacted the contractors who were booked to come back and address what were deemed to be minor adjustments for them on Monday [REDACTED]. Therefore, the Panel agreed that it was reasonable to assume that following Monday [REDACTED] the facility would be suitable for use for this fixture. The panel noted that the opposing team for the [REDACTED] fixture which had had to be called off had agreed to a postponement.

Following their discovery on Tuesday [REDACTED] that the contractors had still not rectified all issues on Monday [REDACTED], the view of the Panel was that they had then advised the away team as soon as they reasonably had concerns over the fixture being able to take place. In the first of these e-mails where the home team requested looking at a rearrangement because their pitch did not meet regulations, the Panel noted that they were surprised that the away team did not directly answer this request, instead stating that their team still wished to play but querying what was meant by the pitch not meeting regulations. Further to this, when the referee was expressing doubts over the safety of the pitch, the Panel felt that at this point the away team should have been open to looking at the option of rearranging the fixture. It was therefore disappointing that the away team had seemingly preferred to claim a walkover.

The Panel determined that REG 9.3.1/REG 9.3.3/LAC 3 had not been breached as they had reasonable expectations that the facility was going to be completed on time and had undertaken due diligence in providing the FIL specifications to the contractor. The home team had done everything they could, using a

reputable contractor, having every expectation that the rectification would be carried out as the contractor had promised, and, when it was not, consulting the referee in advance to avoid a wasted journey. As a result of this, the Panel felt that the circumstances that the home team found themselves in fell within the exceptional circumstances element of REG 14.1.

The decision of the Panel was therefore that the walkover shall not stand, and the fixture shall be classed as postponed. The rearrangement of the fixture should follow the process of REG 14.3 but with consideration of Christmas closures for BUCS and both institutions requiring some flexibility on the deadlines for offering dates.

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**Number:** 17

**Type of Appeal:** Initial

**Sport:** Women's Basketball

**League (Tier only)/Knockout (Level only):** Conference Cup

**Regulation(s):** BAS 8.1.3.1, REG 10.6.3.1

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:** The away team have raised this appeal citing BAS 8.1.3.1/REG 10.6.3.1, stating that just before their arrival at the fixture, 20 minutes before the match was due to start, they were advised by the home team that one of the referees had pulled out from the fixture at the last minute and that the match would be cancelled. The away team state that their Sports Union advised the team that as they were so close, they should continue to the venue to see if the match could still be arranged to be played. The away team further state that on arrival they were advised by the home team that they were trying to get officials to get the game played. The away team argue that they then agreed to play under protest, with the match starting with just one referee, a second referee arriving near the end of the first quarter. The away team further argue that their team's preparation was impeded by the delay and uncertainty of the match going ahead.

In the home team's response they argue that the match was never confirmed to be cancelled. The home team state that the message they sent to the away team on BUCS Play advised that a referee had cancelled last minute and that their only option would be to try and find another, although the message also mentioned rescheduling. The home team advise that when the away team arrived, they explained to them that it was their choice to either stay whilst they try and find another referee, or that they rearrange the fixture, arguing that the away team voted to stay and play.

The home team confirm that the match started with just one referee for the first period before a second referee arrived for the remainder of the match. However, the home team argue that they do not think this had any impact on the result and that they have not sought to replay the fixture as the away team were given this opportunity on the day but chose to play.

The Panel consider that BAS 8.1.3.1 is clear that where the away team has arrived at the venue and the home team is let down by an appointed/booked Referee/Umpire, the original home team will be obliged to travel to a rescheduled match. By playing under protest regarding this issue, the away team retain their right to request a replay under BAS 8.1.3.1 but have allowed the opportunity for the match to potentially be resolved that night, rather than just heading home and a rearrangement having to be arranged with no attempt at playing the match. This approach of playing under protest, rather than just heading home, is always encouraged in the hope that the match can be resolved at the first scheduling.

Both institutions agree that there was a late cancellation by one of the referees and that the match began with only one referee in place. Therefore, the decision of the Panel is that in accordance with BAS 8.1.3.1 the match should be rearranged as the correct number of officials were not present at the start of the match, with the away team as the new hosts, and the home team shall be liable for the £50 lodging fee.

**Number:** 18

**Type of Appeal:** Initial

**Sport:** Men's Badminton

**League (Tier only)/Knockout (Level only):** Trophy

**Regulation(s):** REG 11.1.3, REG 11.1.3.1, BAD 6.3.1.1, BAD 6.3.1.2

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The home team have raised this appeal citing REG 11.3.1.3, stating that they feel that the away team have failed to demonstrate their reason for needing to play an alleged 4<sup>th</sup> Team player (Player 1) in their 1<sup>st</sup> Team on this date was unavoidable and that they should have pulled up one of their 2<sup>nd</sup> Team players. As such, the home team argue that the 2<sup>nd</sup> Team which they played against was 'artificially strong' and that with the away team's 1<sup>st</sup> Team match being scheduled for 13:00 at their own venue and their 2<sup>nd</sup> Team match being scheduled for 12:30 in the home team's venue that the away team would have had adequate time to arrange moving up a 2<sup>nd</sup> Team player to the 1<sup>st</sup> Team rather than *Player 1*. The home team also suggest that they believe that the away team have done this on other fixture dates.

The home team supplied a Playing Under Protest Form as supporting evidence, as well as copies of the scoresheets from the away team's 1<sup>st</sup> Team and 2<sup>nd</sup> Team matches for this date showing which players played, and an email from the away team explaining their team selections.

In the away team's response, they cite REG 11.3.1 arguing that in accordance with this their 1<sup>st</sup> Team fielded the "strongest available team". The away team explain that *Player 1*'s inclusion in the 1<sup>st</sup> Team was as a result of one of the selected players informing the captain that they would no longer be available to play at 10:55 on the Wednesday following a family funeral the previous day.

The away team explain that they had already called up a player who had regularly player for their 2<sup>nd</sup> Team and had played once for their 1<sup>st</sup> Team already (*Player 2*) and as they worked through their players down their teams, they were either injured, unable to be contacted because of academic commitments, or unavailable due to not expecting to be playing until 16:00 at their own venue. At this same time, the away team state that their 2<sup>nd</sup> Team had had to depart for this match at 11:00 on transport shared with other teams and so could not come back for the 1<sup>st</sup> Team fixture. The away team state that *Player 1* was the only player to respond as being available in a timely manner and that they therefore selected him for their first team to ensure that they had a full team of six players to play their opposition.

The away team maintain that they believe that they selected their teams in accordance with REG 11.1.3, especially given the circumstances, but advised that they had offered to the home team to replay the fixture (evidence provided) to allay any concerns that the home team were in any way deprived of a sporting option to win.

Having reviewed both submissions and supporting evidence provided, the Panel are satisfied that the away team's team selection was not in breach of REG 11.1.3 or REG 11.1.3.1.

REG 11.1.3.1 cited by the home team, is in reference to teams fulfilling fixtures, i.e. not conceding a higher team's fixture whilst still fulfilling a lower team's fixture on the same day, not the make-up of the actual teams and so would not apply to this scenario.

REG 11.1.3 which the away team raise would be that which is relevant to the selection of individuals for particular teams.

As REG 11.1.3 states, "It would be expected that the first team would always be the strongest team available to represent that Playing Entity, with consideration to establishment of 'normality'." As far as normality is concerned, there was no breach by any player on this basis. None of the players selected for the away team's 2<sup>nd</sup> Team were either those listed on the Premier Tier Badminton Ranking List, nor had they achieved majority/normality for the 1<sup>st</sup> Team.

Ultimately, BUCS team selections are most clearly policed based on player movement taken from a particular BUCS season. Normality is the factor on which it is judged as to which team(s) individuals can play for and this can only be identified as the season progresses. There might be several reasons for player movements,

and it is hoped that the regulations around team selections are not manipulated, but normality is the one element which can be tracked and reviewed. Any other judgement as to what would constitute a group of players being the strongest available team becomes subjective and there are numerous factors that may come into selection choices, for example a player being a specialist in a certain position or format. Or, as the away team have argued here, there can be factors that come up on a match day which then mean that your options for replacing players are limited.

Therefore, the decision of the Panel is that the away team are not deemed to be in breach of any regulations with their team selection for this fixture, the result shall stand, and the home team shall be liable for the £50 lodging fee.

The Panel would also like to note that it would appear that neither institution may be aware of BAD 6.3.1.2 which states that "Where an institution/Playing Entity has multiple teams playing on the same day, the fixtures of the higher team(s) must be prioritised from the top down when fulfilling teams. E.g. An institution/Playing Entity cannot send only three/four/five players for their 1st team, whilst also putting out a full 2nd team." Particularly the away team as they mentioned that their captain was "left with the decision to either play *Player 1* - as the only player available at 13.00 - or to play short with 5 players against their opposition". However, the away team ensured that they were meeting this by making sure that they fielded a full 1<sup>st</sup> Team.

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**Number:** 19

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Badminton

**League (Tier only)/Knockout (Level only):** Tier 2

**Regulation(s):** REG 9.2.1, REG 14.1, BAD 6.3.1.1, BAD 6.3.1.2

**Decision:** Appeal Rejected – Result (walkover) to stand, but made Involuntary

**Justification of decision:** The away team have raised an appeal against the walkover claimed by the home team for their non-attendance at the scheduled fixture. The away team argue that they feel that in the circumstances the fixture should have been treated as postponed under REG 14.1 as they "feel that this situation does meet the extenuating circumstance for a game to be rearranged due to the severity of the injury, the lateness of the incident happening and the fact mental health concerns for the rest of the team had been raised by other members of the team." The away team also state that they "agree that according the regulation 6.3.1.1 under Badminton sports specific rules, teams must bring enough players to fulfil 4 of the rubbers, and we did have 4 players available to travel, they were not in the right frame of mind to play."

In the home team's response, they state that in the away team's first correspondence regarding the fixture at 09:25 on the day, they only mentioned that one of their players was badly injured and that they would be unable to field a team, with their being no further context or a request to rearrange. The home team then go on to state that in following correspondence between the two institutions across the morning, they were only given the full circumstances as to why the away team were claiming that they could not field a team at 11:34, when the away team advised that another player was at hospital with the injured player, and the remaining four "said they are not in the right frame of mind to play". The away team also advised that they had not been able to call up any players from the second team as they had set off for an away match early in the morning. The home team stated that they believe that the away team's reason for not fielding a team would not warrant being extenuating circumstances under REG 14.1 and that as the full circumstances had not been more forthcoming earlier in the day, that they were therefore not willing to rearrange and instead claimed the walkover.

Having reviewed both submissions and supporting evidence provided, the Panel do not deem that an injury to one team member as "extenuating circumstances (force majeure)" under REG 14.1 and therefore the away team do not have grounds on which to request a rearrangement for this fixture and the home team were entitled to claim a walkover.

Whilst both institutions refer to BAD 6.3.1.1 which states that "Teams unable to field enough players to fulfil at least four rubbers, must concede a walkover. Teams fielding at least this minimum requirement, but not a full team, shall concede the rubbers they are unable to fulfil.", and thus the perceived option for the away team to have sent enough players to fulfil at least four rubbers, neither institution appears to be aware of BAD 6.3.1.2 which states that: "Where an institution/Playing Entity has multiple teams playing on the same day, the fixtures of the higher team(s) must be prioritised from the top down when fulfilling teams. E.g. An institution/Playing Entity cannot send only three/four/five players for their 1st team, whilst also putting out a full 2nd team."

Given that the away team's second team were playing away on the same day and had set off early in the morning, the Panel acknowledge that this would have resulted in them not being able to call up any of these players to the 1<sup>st</sup> team without calling them back before it was confirmed what was happening with the 1<sup>st</sup> team fixture. This would also mean that the number of available players for the away team to call up to replace the injured player, and the other player with them in hospital, would have been reduced.

Therefore, the decision of the Panel is that the walkover shall stand, however it shall be converted to an involuntary walkover (as per REG 13.7), with the away team liable for the £50 lodging fee.



**Number:** 21

**Type of Appeal:** Initial

**Sport:** Men's Hockey

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 10.2, REG 10.5, REG 10.6

**Decision:** Appeal Accepted – Walkover to Away Team

**Justification of decision:** The away team have raised this appeal citing REG 10.2, REG 10.5 and REG 10.6, stating that these regulations were breached as the umpires arranged by the home team were students at their institution, and were therefore not neutral and thus did not meet the requirements of Appendix 5. The away team state that the home team did not make them aware of this prior to the match and their team became suspicious of a breach of regulations when "the officials celebrated with the home team after they won the match".

In the home team's response, they state that as this was their team's first year in the Premier Tier, they were unaware of the requirement for the umpires to be neutral "due to differing regulations within [REDACTED]". The home team argue that their team selected "their best two officials, who are Level 1 qualified, out of a selection which includes neutral officials based on availability on a Wednesday afternoon". Additionally, the home team explain that as the team arrange their own umpires, their Sports Union were therefore not able to communicate any breach of REG 10.6 to the away team.

The home team also argue that the away team were made aware vocally, prior to the match starting, that the two umpires were affiliated to the club and institution but did not Play Under Protest, stating that "Our previous head of sport whom remains involved with the Sports Union had a conversation with the away team coach stating the level of performance in the BUCS 1s and also in another club team, discussing their upcoming trip to Europe in the summer, as well as their officiating abilities calling them "our top ladies"." The home team also state that no issues with the umpiring were raised at any point at the venue and that the away team players were heard stating that "they were the best umpires they have had all season". Further to this, the home team highlight that when querying whether the umpires met the requirements, they did not cite any concerns with decisions or that they result may have been affected by this. The only negative comments that the home team were aware of were alleged to have been made by two away team players and they are concerned that these were to do with the gender of the officials, not their performance.

REG 10.6 states that, "Failure to obtain the appropriate officials, as per Appendix 5, may lead to the forfeiture of the affected match, unless there is written notification from the appropriate officials' appointments body that they were unable to provide officials...or where officials withdraw from the fixture on the day". In this case, the home team have confirmed that they did not have the appropriate officials in place for the fixture and under REG 10.2 it is their responsibility to know what these should be and ensure they are in place as per REG 10.1/Appendix 5.

There are contradictory statements from the two institutions, with the away team stating that they were not made aware of the officials not being neutral either prior to or during the match, but with the home team stating that their coach was verbally made aware of this before the match began. With there being no evidence of this verbal notification however, it cannot be argued that the away team were required to Play Under Protest and the home team are therefore in breach of REG 10.6.2.

As such, in accordance with REG 10.6.2, a walkover is awarded to the away team and the home team will be charged the £50 lodging fee.

It should be noted that as per the home team's response, the complaint regarding alleged comments by the away team players is being dealt with as a separate matter.

**Number:** 22

**Type of Appeal:** Initial

**Sport:** Men's Football

**League (Tier only)/Knockout (Level only):** Tier 4

**Regulation(s):** REG 11.2 (including all subsections)

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 11.2 (including all subsections), stating that these regulations were breached as the home team failed to provide a team sheet, stating that it had been submitted online. The away team state that when they checked after this match this had not been done and that when they contacted the home team to seek to verify their team, they initially avoided this before eventually failing to provide a team sheet.

In the home team's response, they state that they tried to resolve this matter between the institutions, but that they were not happy to replay the fixture. The home team also highlight that having read the appeal submitted they can't understand the outcome the away team would like, as nothing is stated. Further, the home team state that no Playing Under Protest Form was completed at any point, that any grievances were only raised after the match, and that the away team themselves do not appear to have a team sheet. As such, the home team do not believe that the away team have any grounds for appeal.

The home team further argue that they were not avoiding verifying their team and that they sent over information as soon as they had retrieved it from the club. The home team also state that the team was likely to be different from the team that played the away team previously as players will move around, sustain injuries etc. and also argue that with five out of six teams playing on this date it would have been difficult for them to move players around. Finally, the home team point out that they are not currently required to be completing team sheets on BUCS Play at this level.

Whilst teams below Tier 1 are not required to complete team sheets on BUCS Play, they are still required to complete team sheets as per the alternative process of REG 11.2.7. Based on the submissions, it is clear that both institutions have failed to follow this process correctly for this fixture.

REG 11.2.8 states that: "Institutions/Playing Entities not completing team sheets adequately will not be able to appeal in this regard. A team not seeking to check an opposition's eligibility prior to the fixture and/or not completing a team sheet adequately cannot appeal in this regard. The Playing Under Protest and appeal regulations apply, that is; as soon as a grievance is noted before or during a fixture a Playing Under Protest form must be completed immediately. Only when adequate steps have been taken and a grievance comes to light post-fixture is an appeal valid without a Playing Under Protest form."

As such, the away team's appeal is rejected, and they shall be liable for the £50 lodging fee. However, given the apparent lack of understanding of how to correctly complete team sheets from these teams, both institutions are required to discuss correct completion with their teams and also to provide copies of team sheets (that adhere with REG 11.2/REG 11.2.7) for all of their Men's Football teams entered in BUCS competitions to [discipline@bucs.org.uk](mailto:discipline@bucs.org.uk) by Friday [REDACTED] for review. If either institution is found to be in breach of REG 11.2.9 then disciplinary sanctions may be applied.

**Number:** 24

**Type of Appeal:** Initial

**Sport:** Men's Water Polo

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 9.3.1, WAT 3.1.1

**Decision:** Appeal Accepted – Replay at Away Team Venue

**Justification of decision:** The away team have raised this appeal citing REG 9.3.1 and WAT 3.1.1, arguing that the pool provided by the home team did not meet the requirements of the regulations as its depth is not consistently more than 1.50 metres. The away team also state that they had advised the home team at the start of the season that they would not be happy to play at this venue for this reason when the home team enquired if they would be happy to play their matches against them there. Further to this, the away team stated that they were not informed of a change of the venue from a regulation pool previously listed for this fixture to this venue and that they only became aware of this by spotting that it had been changed on BUCS Play. A Playing Under Protest Form was supplied as evidence that the grievances with the pool not meeting the requirements of the regulations were raised prior to the fixture getting underway.

In the home team's response, they acknowledge that the pool does not meet the requirements of the regulations. However, the home team explain that they had booked an alternative pool for this fixture, but that through no fault of their own the booking fell through due to an admin error by the venue and provided a statement from the venue confirming that this was the case. The home team state that they then sent this on to the away team and started to explore other options but were unable to find an alternative with the league deadline being on Wednesday 5 February, both teams still having several fixtures scheduled, and them not being able to find availability at any regulation pools.

The home team confirm that they were aware that the away team played under protest, however they were unsure how that is allowed when they believe that if they have travelled, they have accepted the conditions of the match. The home team also state that the pool depth had no impact on the match result as both teams played under the same conditions, but also because within the match area they don't believe the depth would have been below 1.35 metres minimum on the goal line. The home team argue that that it is therefore unfair for the away team to be appealing the result as they were aware of the situation in advance of travelling and that they had all been looking to find alternatives. The home team's view is that it was a win-win situation for the away team as they headed into the game with the view that if they didn't win, they could then just appeal the result and therefore question why they even travelled. Finally, the home team state that after the appeal was submitted, they contacted the away team to try and arrange to replay the fixture at the away team's venue but were advised that the away team could not find a suitable time or venue.

With regards to whether there was any regulation breach the Panel believe that it is clear, and acknowledged by both institutions, that the pool used for the fixture did not meet the requirements of WAT 3.1.1:

**"WAT 3.1.1** All matches shall be played in pools which meet the dimensions of the FINA Water Polo Rules, with the exception of WP 1.8. In addition, the depth of the water shall be consistently not less than 1.50 metres. The opposition should be made aware of the dimensions when confirming the game as per REG 9.5."

The Panel are also of the view that the away team were within their right, under the regulations, to play under protest. In the email trails provided by both institutions, the away team are clear that they are not happy with the pool and that when they were advised that that no alternative could be found that they would then be playing under protest. At no point have they stated in writing that they are happy with the pool to not play under protest or appeal regarding it, and the fact that they have travelled does not constitute accepting the conditions as they completed a PUP Form before the fixture began.

Where an alternative/agreement cannot be found prior to when a team are scheduled to play a fixture, they are always encouraged to play the fixture, but under protest, rather than there be a refusal to travel and a

walkover claim for example, in order that a match does get played. That team who is playing under protest though is protecting their right to protest the match not being played under the correct conditions.

In line with previous appeals of this nature, the decision of the Panel is that the fixture should be replayed with the away team as the home team, in a pool that meets the regulatory requirements (unless otherwise agreed between the two institutions), and that the home team will be charged the £50 lodging fee. Given the proximity to the league deadline and it being raised within the appeal that both teams still have several fixtures remaining, the requirements of date offers and deadlines of REG 14.3.1 – REG 14.3.4 do not apply, however should the two institutions not be able to agree a rearrangement by 17:00 on Friday [REDACTED], then the fixture shall be declared void as per REG 14.3.5.

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**Number:** 25

**Type of Appeal:** Initial

**Sport:** Women's Water Polo

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** REG 9.3.1, WAT 3.1.1

**Decision:** Appeal Accepted – Replay at Away Team Venue

**Justification of decision:** The away team have raised this appeal citing REG 9.3.1 and WAT 3.1.1, arguing that the pool provided by the home team did not meet the requirements of the regulations as its depth is not consistently more than 1.50 metres. The away team also state that they had advised the home team at the start of the season that they would not be happy to play at this venue for this reason when the home team enquired if they would be happy to play their matches against them there. Further to this, the away team stated that they were not informed of a change of the venue from a regulation pool previously listed for this fixture to this venue and that they only became aware of this by spotting that it had been changed on BUCS Play. A Playing Under Protest Form was supplied as evidence that the grievances with the pool not meeting the requirements of the regulations were raised prior to the fixture getting underway.

In the home team's response, they acknowledge that the pool does not meet the requirements of the regulations. However, the home team explain that they had booked an alternative pool for this fixture, but that through no fault of their own the booking fell through due to an admin error by the venue and provided a statement from the venue confirming that this was the case. The home team state that they then sent this on to the away team and started to explore other options but were unable to find an alternative with the league deadline being on Wednesday 5 February, both teams still having several fixtures scheduled, and them not being able to find availability at any regulation pools.

The home team confirm that they were aware that the away team played under protest, however they were unsure how that is allowed when they believe that if they have travelled, they have accepted the conditions of the match. The home team also state that the pool depth had no impact on the match result as both teams played under the same conditions, but also because within the match area they don't believe the depth would have been below 1.35 metres minimum on the goal line. The home team argue that that it is therefore unfair for the away team to be appealing the result as they were aware of the situation in advance of travelling and that they had all been looking to find alternatives. The home team's view is that it was a win-win situation for the away team as they headed into the game with the view that if they didn't win, they could then just appeal the result and therefore question why they even travelled. Finally, the home team state that after the appeal was submitted, they contacted the away team to try and arrange to replay the fixture at the away team's venue but were advised that the away team could not find a suitable time or venue.

With regards to whether there was any regulation breach the Panel believe that it is clear, and acknowledged by both institutions, that the pool used for the fixture did not meet the requirements of WAT 3.1.1:

**"WAT 3.1.1** All matches shall be played in pools which meet the dimensions of the FINA Water Polo Rules, with the exception of WP 1.8. In addition, the depth of the water shall be consistently not less than 1.50 metres. The opposition should be made aware of the dimensions when confirming the game as per REG 9.5."

The Panel are also of the view that the away team were within their right, under the regulations, to play under protest. In the email trails provided by both institutions, the away team are clear that they are not happy with the pool and that when they were advised that that no alternative could be found that they would then be playing under protest. At no point have they stated in writing that they are happy with the pool to not play under protest or appeal regarding it, and the fact that they have travelled does not constitute accepting the conditions as they completed a PUP Form before the fixture began.

Where an alternative/agreement cannot be found prior to when a team are scheduled to play a fixture, they are always encouraged to play the fixture, but under protest, rather than there be a refusal to travel and a

walkover claim for example, in order that a match does get played. That team who is playing under protest though is protecting their right to protest the match not being played under the correct conditions.

In line with previous appeals of this nature, the decision of the Panel is that the fixture should be replayed with the away team as the home team, in a pool that meets the regulatory requirements (unless otherwise agreed between the two institutions), and that the home team will be charged the £50 lodging fee. Given the proximity to the league deadline and it being raised within the appeal that both teams still have several fixtures remaining, the requirements of date offers and deadlines of REG 14.3.1 – REG 14.3.4 do not apply, however should the two institutions not be able to agree a rearrangement by 17:00 on Friday [REDACTED], then the fixture shall be declared void as per REG 14.3.5.

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**Number:** 26

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Gaelic Football

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 9.3.6, REG 9.5

**Decision:** Appeal Accepted – Replay at Away Team Venue

**Justification of decision:** The away team have raised this appeal citing REG 9.3.6 and REG 9.5, stating that these regulations were breached as no start time or venue were listed on BUCS Play until the morning of Thursday [REDACTED] and they received no communication regarding this fixture from the home team's IA prior to this. The away team have argued that not having adequate notice of the start time and venue, or confirmation of the fixture going ahead, impacted both their squad availability and ability to make travel arrangements which ultimately led to them not fielding a team. To support their appeal, the away team supplied evidence of emails sent to the home team on Thursday [REDACTED], Monday [REDACTED] and Wednesday [REDACTED] in which they were chasing confirmation of the start time and venue, explaining that they needed to know to make sure they could sort player availability and transport, but received no response from the home team.

In the home team's response, they state that they were informed by their usual venue on [REDACTED] [REDACTED] that they would not be able to play this fixture there and so then began working with the university to try and secure their rugby pitch, which was only agreed on Tuesday [REDACTED]. The home team state that when they tried to alter the details on BUCS Play the fixture was set as void and so they had to phone BUCS on Thursday [REDACTED] to get the void status removed so that they could add the details which they state was within the 48 hours required by REG 9.3.6.3. The home team argue that as the away team had already indicated that they were struggling for numbers and could have fielded a team that it was appropriate for them to have claimed a walkover.

As part of reviewing this appeal, the Panel have reviewed the fixture log on BUCS Play and identified the following:

- On Wednesday [REDACTED] at 17:37 a venue was added for the first time and the fixture changed to 'void' by the home team captain, no start time set.
- On Thursday [REDACTED] at 11:24 the 'void' was removed by BUCS and at 11:26 a start time of 12:30 was added by the home team.

As such, it is clear that the home team are in breach of REG 9.3.6 which states that: "The start times and venues of all matches should be input on BUCS Play by the first named (home) institution/Playing Entity no less than 14 days before they are scheduled to take place." Furthermore, the home team are in breach of REG 9.5 as no fixture confirmation was sent to the away team prior to 23:59 on Wednesday [REDACTED] 2020 which is the 48 hours before the weekend deadline.

REG 9.3.6.3 referenced by the home team is irrelevant in this instance, as this relates to changing a previously set venue, but in this case no venue, or start time, had yet been listed on BUCS Play or communicated to the away team.

It is therefore reasonable for the away team to argue that their ability to field a team was significantly affected by the home team's non-compliance with fixture administration regulations and their lack of correspondence on the matter until within 48 hours of the weekend. Despite it being the home team's responsibility to confirm the fixture and add details to BUCS Play, the away team have evidenced several efforts they made to find out these details from the home team even after REG 9.3.6 had been breached which shows that there was a genuine effort on their behalf to want to fulfil this fixture. The away team should not be penalised for not being able to field a team or having adequate time to arrange their best possible team for this fixture, as a result of the home team's failure to follow the correct processes and confirm what time the fixture would be taking place.

There is no evidence from the home team that they had any venue secured prior to the 14 day deadline of REG 9.3.6 and had they been struggling to source a venue at this point they could have communicated this

to the away team at the time, to explain why no details were listed and to liaise on when the away team would need confirmation in order to sort their transport and confirm their team.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the fixture should be replayed at the away team, following the procedures of REG 14.3 to find a suitable date.

The home team are also advised that when responding to future appeals, they should ensure they submit their response using the correct pro-forma as required under REG 15.8.5 or it may be rejected.

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**Appeal Number:** 27

**Type of Appeal:** Initial

**Sport:** Women's Tennis

**League (Tier only)/Knockout (Level only):** Premier Tier

**Regulation(s):** TEN 7.1.2.2, TEN 12.2

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing TEN 7.1.2.2 and TEN 12.2, stating that these regulations were breached as the match was due to start at 15:00 but one of the members of the home team did not arrive until 15:20/15:25 and then had a warm-up hit so the first rubbers did not start until 15:35, 20 minutes after they should have begun. The away team also state that there was a loss of 10-15 minutes of play during one of the doubles rubbers just after 18:00 whilst a matter was resolved involving someone else who thought they had booked the court.

In support of their appeal the away team supplied a playing under protest form signed by the home team at the end of the match/when the court booking expired.

In the home team's response, they acknowledge that one of their players arrived five minutes late, not the whole team, and so the fixture could have started on time. The home team also state that the reason for this individual being later was that a journey that should have taken approximately one hour seven minutes took two hours due to buses not being on schedule. The home team acknowledge that they have no evidence of this from the day but provided a screenshot to show the expected journey length. The home team argue that when this player arrived at 15:20, the opposition team were leaving the courts, returning to start the hits at 15:30, thus delaying the rubbers by 10 minutes.

The home team further argue that after Singles Rubbers 1,3 and 4 had finished at 17:00, both teams agreed to watch the Rubber 2 tiebreak which went on until 17:30, at which point the whole away team then took a break before the doubles rubbers began, despite three of them having already had a 30 minute break. The home team confirm that there was a disruption to one of the doubles rubbers of around 10 minutes as a member queried their court booking, but that they were able to prove that they had a booking and then play continued. Finally, the home team highlight that the Playing Under Protest Form was not presented to their team until 19:00, when the match had not been able to be completed.

Having reviewed both submissions, the BUCS Appeals Panel finds that there are discrepancies between both accounts and a lack of supporting evidence, meaning that it is just the word of one team against the other as to what delays allegedly affected the match.

As such, the BUCS Appeal Panel's decision is that the appeal is rejected due to there being inadequate information to enable a fair ruling as it is just the word of one team against the other. Therefore, the result will stand as 6-2 and the away team will be charged the £50 lodging fee. Both institutions are also advised that when considering any future appeals, they should consider whether they have any supporting evidence. Additionally, they should stress to their teams the need to be proactive in minimising delays to play between practice and rubbers, even if at the time they believe there is plenty of court booking remaining.

**Appeal Number:** 28

**Type of Appeal:** Initial

**Sport:** Women's Futsal

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** FUT 4, FUT 4.2

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing FUT 4 and FUT 4.2, stating that these regulations were breached as the all other matches in the league have been played as per FUT 4.2, but that this fixture was run under FUT 4.1 and there was no agreement for this to be the case prior to the fixture. The away team also state that whilst kick-off was scheduled for 12:00, the match did not start until 12:27 and they did not receive any explanation for the delay.

The away team state that their head coach was advised at 12:28 that the game was being played to FUT 4.1 (not FUT 4.2), at which point they raised a concern verbally with the home team Head Coach and Referee, advising that they would be playing under protest and submitting an appeal independent of the result, however they state that the referee refused to change his mind, stop the game or explain further and then after the match said that it was because he had other commitments.

The away team supplied a playing under protest form to support their appeal, however they state that this was not completed until after the fixture as they didn't feel that the game should be stopped, and they feared that they may be punished for doing so.

In the home team's response they highlight that the away team failed to correctly play under protest, did not complete the playing under protest form at the time at which they became aware of FUT 4.1 being applied instead of FUT 4.2 and therefore under REG 12.1.1 should be deemed to have accepted the conditions of play and not be able to appeal in this regard. The home team also responded to the away team's point around timings, saying that they allow 30 minutes for warm-up as they have the hall booked from 12:00-15:00 allowing sufficient time for fixtures to be played regardless of how the timings work.

Having reviewed both submissions, the BUCS Appeals Panel finds that the away team were aware of FUT 4.2 not being applied within the first few minutes of the match and yet did not complete a playing under protest form regarding this until after the fixture had finished. Therefore, under REG 12.1.1 The away team are deemed to have accepted these conditions and their appeal must be rejected. Furthermore, the away team also refer to the fixture starting late, but again did not play under protest regarding this fact.

As such, the BUCS Appeal Panel's decision is that the appeal is rejected, the result will stand as 6-5 and the away team will be charged the £50 lodging fee.

Additionally, whilst these matters did not impact the decision on the appeal, the Panel wishes to warn both institutions on the following points:

- The away team need to ensure that their team are aware of the playing under protest regulations and that they carry the standard pro forma to make it easier for them to complete a PUP Form if needed.
- The home team should be aware that under REG 10.4, it is their responsibility to make sure that match officials are aware of the applicable regulations and so should ensure that all Futsal referees in future are aware of the correct regulations to be applied in order to avoid such disputes as this.
- The home team are also advised that whilst they state they had a court booking from 12:00-15:00 and usually allow for a 30 minute warm-up, the match time published on BUCS Play is 12:00 and therefore this is when the fixture would be expected to kick-off. Any additional warm-up time being provided should be communicated to the oppositions and can be added in fixture notes on BUCS Play, but the time on BUCS Play must be the kick-off time.

The home team are also advised, given comments by the away team in the supporting evidence, to ensure that their team are aware of the need to correctly complete team sheets for all fixtures.

**Appeal Number:** 29

**Type of Appeal:** Initial

**Sport:** Women's Water Polo

**League (Tier only)/Knockout (Level only):** Conference Cup

**Regulation(s):** REG 11.1.3, REG 11.2.7, REG 11.2.7.8

**Decision:** Appeal Accepted – Walkover to Home Team

**Justification of decision:** The home team have raised this appeal citing REG 11.1.3, REG 11.2.7 and REG 11.2.7.8, arguing that they believe that the away team fielded 1<sup>st</sup> Team players in this fixture and that when they have queried this with the away team, they have been unable to provide adequate team sheets to show their team selections, but that on BUCS Play scoresheets for four matches this season, at least two players of concern were listed.

Post-fixture, the home team have identified three players from the team sheet which they believe are 1<sup>st</sup> team players and therefore should not have been playing for the 2<sup>nd</sup> team on this date when the 1<sup>st</sup> team did not have a fixture. These players are: *Player 1*, *Player 2* and *Player 3*.

The home team also state that they requested that the away team concede a walkover for this breach of regulations, but they have refused this. Additionally, the home team state that the away team have complained that their referee did not meet the neutrality requirements of REG 10.5 however they were aware of, and agreed to this, prior to the fixture and did not play under protest regarding this.

In the away team's response, they contest the breach of REG 11.2.7 arguing that for this fixture a team sheet was completed with their six players who are all certified students. With regards to the alleged breach of REG 11.1.3, the away team state that they openly admitted their fault when asked if the three named players were 1<sup>st</sup> Team players. The away team state that since they uploaded three more scorecards, and that following this, they further state that as *Player 2* is a borderline/bench player for the 1<sup>st</sup> Team and there were then only two 1<sup>st</sup> Team players out of a team of only six, that they hoped that this would not be an issue. The away team also raised the issue of the match official not being neutral and state that they naively did this on a good faith agreement, as part of trying to get a competitive match on and not defaulting to BUCS rules to void a fixture. Finally, the away team state that whilst the home team cite that they would struggle to get pool time for a rearrangement, that the away team would be happy to replay and could potentially host.

Having reviewed the submissions, the Panel first agreed that the alleged breach of REG 10.5 was not a matter for appeal as both parties have acknowledged that the away team were aware of the official not being neutral prior to the fixture but did not play under protest.

With regards to player movement, prior to the fixture in question, the away team's 1<sup>st</sup> team had played 9 out of their 10 league matches (the 10<sup>th</sup> had been voided by BUCS) and as such, at the point of the fixture in question taking place, it is possible for individual players to be deemed to have established normality for the away team 1<sup>st</sup> team. The away team have failed to complete or provide adequate team sheets for any of their 1<sup>st</sup> Team fixtures and therefore cannot prove that any of the three named players cited by the home team have not established majority for the 1<sup>st</sup> Team. Further to this, the away team in their response acknowledge that they fielded two players who are 1<sup>st</sup> Team Players.

Therefore, the appeal is upheld and in line with previous cases of a breach of REG 11.1.3, (as well as breaches of REG 11.2.7 and REG 11.2 by the away team's 1<sup>st</sup> Team), a walkover is awarded to the home team and the away team will be charged the £50 lodging fee.

As a result of this appeal, the away team are requested to discuss the correct completion of team sheets with their teams to avoid any future issues.

**Appeal Number:** 30

**Type of Appeal:** Initial

**Sport:** Men's Ultimate

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 9.3.4, REG 9.3.4.2, ULT 6.3

**Decision:** Appeal Rejected – Result to Stand

**Justification of decision:** The away team have raised this appeal citing REG 9.3.4, REG 9.3.4.2 and ULT 6.3, stating that on arrival their team were informed that due to a pitch mix-up they had only 75 minutes to get the game played, instead of the 120 minutes pitch booking required by the regulations. The away team state that after the warm-up the match started at 13:20, being played until 13:50 and then from 14:00-14:15, a total of 45 minutes of play and no soft cap. The length of break and eventual duration of the fixture are both cited by the away team as being a result of the fixture booking issues and therefore the away team are appealing the result for not having been able to play at least 75% of the fixture time.

The away team supplied a Playing Under Protest Form to support their appeal, however this was not completed until 14:41 after the fixture had to stop.

In the home team's response, they state that a correct pitch booking of 120 minutes had been made, but for "Pitch 1" not "Pitch 2" which was the venue listed on BUCS Play and supplied a copy of the facility booking system to evidence this. The home team state that on arrival the venue's information screens showed that the pitch for this fixture was *Pitch 1* and the teams were advised that they were on this pitch, however both teams went to *Pitch 2* and asked the teams playing Lacrosse to move pitch. Following this, the home team state that when facility staff saw that the teams were on the wrong pitch they were informed that it was only available until 14:00 but that they decided to stay put and the away team did not complete a Playing Under Protest Form at this point. The home team also state that a member of their Sport Union staff went to speak to the teams at 13:50 to inform them of the mix-up and to explain that they had managed to extend the time on this pitch until 14:15 to allow for 75% of the match to be played, with the match restarting at 13:55 and finishing at 14:15 despite the away team captain wanting to walk off and not continue.

The home team therefore argue that 75% of the fixture was played and so the result should stand. The home team also highlight that the away team did not complete a Playing Under Protest Form until after the match finished when the home team were leading 8-2.

Having reviewed both submissions, the BUCS Appeals Panel finds that there are a number of discrepancies between the statements from both institutions around the amount of time played, however it is clear that the away team were aware of the correct amount of court booking time not being available on the pitch they were playing on prior to play starting yet did not complete a playing under protest form regarding this until after the fixture had finished. Therefore, under REG 12.1.1 and REG 9.3.4.1.2 which states that "If agreement cannot be reached, and the duration of a match is reduced, the match should take place following the completion of a 'Playing Under Protest' form (note REG 12)", the away team are deemed to have accepted these conditions and their appeal must be rejected.

As such, the BUCS Appeal Panel's decision is that the appeal is rejected, the result will stand as 8-2 and the away team will be charged the £50 lodging fee.

**Appeal Number:** 31

**Type of Appeal:** Initial

**Sport:** Men's Football

**League (Tier only)/Knockout (Level only):** Conference Plate

**Regulation(s):** REG 11.1.3, REG 11.2.7, REG 11.2.7.8

**Decision:** Appeal Accepted – Walkover to Away Team

**Justification of decision:** The away team have raised this appeal citing REG 11.2.4 and REG 11.2.4.1, arguing that they are concerned that some of the individuals playing for the home team in this match were not those listed on the team sheet as the home team players refused to show photographic identification or allow for photographs to be taken of them to be checked post-fixture.

The away team also state that their captain contacted the home team IA via telephone to inform them that they would be checking IDs for all players. Additionally, the away team supplied supporting evidence of a similar appeal they had intended to make for the previous fixture between the two teams where they were concerned that two of the home team's 2<sup>nd</sup> Team players had played down for their 5<sup>th</sup> Team using different names and were alleged to have refused to show ID cards, but missed the submission deadline and so the appeal was rejected.

The away team supplied a completed Playing Under Protest Form, which was also signed by the Referee as a witness to the conversation. They also supplied their copy of the team sheet where all the home team players were marked as not verified.

In the home team's response, they state that the away team arrived with a Playing Under Protest Form already filled out which they feel created tension between the two teams. They also state that this happened the last time the two teams played each other. The home team also state that neither team sheet has been verified and that when their players were requested to have their photographs taken due to some of them not holding appropriate ID, that they requested the same of the away team who they say refused to do so.

In reference to the phone call, the home team say they spoke to the away team at 14:08 on the Wednesday, less than an hour before kick-off between the two teams. Originally, the away team had requested the referee's details which were not provided due to GDPR. The home team advised the away team to discuss the player verification with the team captain or club president who would be watching the game beforehand as they were unable to contact them due to it being less than an hour before the fixture was due to start.

The home team supplied copies of team sheets for their 5<sup>th</sup> Team's fixtures this season and argue that these correspond throughout the season, with only one or two players having played infrequently, but that there is no record of these players playing for other teams.

Having reviewed the submissions, the Panel has come to conclusion that the home team were in breach of REG 11.2.3, REG 11.2.4 and REG 11.2.4.1 by failing to provide photographic identification and then refusing to have their photographs taken. The away team were therefore unable to verify if the individuals playing in the match were those listed on the team sheet and therefore if they were eligible to have played in this fixture. Given these regulation breaches at the fixture, the home team are therefore not able to prove that their team which played on the day were made up of eligible participants or that they were selected in line with team selection/player movement regulations.

The team sheets that the home team provided from other fixtures do not prove who was playing in this fixture, only that the names of those they claim to have been playing have also been listed on previous team sheets. It is also worth noting that a number of these would also not be valid to support any relevant appeals as they are not all correctly completed. The home team's comments that the away team also refused to have their photographs taken are not relevant to this appeal as the home team did not correctly raise this at the time on the team sheet or a Playing Under Protest Form.

Therefore, the appeal is upheld and in line with previous cases of a breach of regulations regarding team selection and team sheet regulations a walkover is awarded to the away team, with the home team being charged the £50 lodging fee.

Additionally, both institutions are instructed to remind their teams of the importance of correctly completing the team sheet processes (and using the up-to-date BUCS Team Sheet Pro Forma, found in Appendix 7 of the BUCS General Regulations) and that players must provide identification (or allow their photographs to be taken) to enable team sheets to be verified.

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**Appeal Number:** 32

**Type of Appeal:** Initial

**Sport:** Mixed American Football

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 11.1.2, AMF 7.3.1

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 11.1.2 and AMF 7.3.1. The away team have stated that AMF 7.3.1 has been breached as whilst in the days prior to the fixture they agreed to the use of interim officials in order for the fixture to be able to go ahead, that they did this on the understanding that they would meet the requirements of AMF 7.3. The away team state that "Once our team had arrived and the refs met with our supplied official (Per 7.3.1 we supplied 1 line official) it became apparent to our team that the refs provide by the home team did not meet the criteria set out by AMF 7.3.1. The grievance is that the home team supplied Ref crew of *Individual Z*, *Individual Y*, *Individual X* and *Individual W* do not have a current BAFCA Qualifications or hold any coaching insurance making them ineligible to ref the game." and that their team played under protest because of this.

The away team also state that officials not having a current qualification or insurance is a safety risk to all those involved and that they firmly believe this impacted on the overall result.

With regards to REG 11.1.2, the away team state that no team sheet was supplied on BUCS Play and that *Player 1* was not registered on BUCS Play, however "this statement is secondary as we know this rule number was not written on the PUP form."

The away team supplied a playing under protest form to support their appeal.

In the home team's response, they state that they "sourced officials in good faith, who have had experience of officiating BUCS level fixtures previously. The officials provided do have the correct coaching qualifications to assist as per appendix 5, and effort was made to ensure these were neutral, despite this not being compulsory in appendix 5. *Individual Y* (Level 1), *Individual X* (Level 1) and *Individual W* (Level 1) along with *Individual Z* (Level 2) are all qualified".

The home team also state that "The away team did produce a PUP form in relation to one player listed in our team who did not appear in BUCSplay. At the point in which this was presented to our team, this was the only regulation listed, and even then, there was no regulation number or code listed. According to our team who were present, the away team have added an additional breach at some point following the game, namely in relation to regulation 7.3.1. Therefore, the PUP form has been changed since our team had originally signed it."

Having reviewed both submissions, the BUCS Appeals Panel has identified that there are several discrepancies between what the two institutions submissions. However, in their submission, The away team make it clear that their team were aware of the home team officials not meeting the regulations prior to the match starting: "Once our team had arrived and the refs met with our supplied official (Per 7.3.1 we supplied 1 line official) it became apparent to our team that the refs provide by the home team did not meet the criteria set out by AMF 7.3.1." Having acknowledged that they were aware of a breach of regulations prior to the match starting, the away team were required to complete a Playing Under Protest Form regarding this prior to the match starting.

The away team have submitted a Playing Under Protest Form signed by both captains at 13:15, which refers to two grievances: The first on the form being *Player 1* not being registered on BUCS Play and the second being the breach of AMF 7.3.1. However, the home team have disputed this Playing Under Protest Form, arguing that when their captain signed the form the only grievance listed was that regarding *Player 1* and that the second grievance has been added later by the away team.

Having reviewed the form considering this allegation, the Panel decided that the PUP Form cannot be accepted as valid for this grievance and therefore the away team cannot be confirmed as having played under protest for the breach of AMF 7.3.1. On the PUP Form it states that "The end of each statement from each captain MUST be initialled to note its conclusion". This safeguards against allegations that additional

grievances have been added after a team has signed a form for any existing grievance(s). As this has not been done, the Panel are not able to accept the form as valid given the dispute over this detail.

Therefore, the decision of the Panel is that the away team are not able to appeal against the breach of AMF 7.3.1.

With regards to REG 11.1.2 also cited in the away team's appeal which states that "In order to be selected in a team, all individuals must be registered on BUCS Play as a participant.", this regulation falls under those for team selection. The away team state this as being "secondary as we know this rule number was not written on the PUP form.", and in correspondence evidenced to the Panel this grievance was not raised with the home team under either REG 15.2 or REG 15.5 to confirm if the concern was regarding individual eligibility or team selection. It is also noted that on BUCS Play, the blank team sheet for the home team was not marked as 'Disputed' by the away team at the time. Therefore, this point is also rejected.

As such, the BUCS Appeal Panel's decision is that the appeal is rejected, the result will stand, and the away team will be charged the £50 lodging fee.

However, BUCS will be investigating and following-up with both institutions, BAFA and BAFCA, regarding some of the concerns raised by both institutions including the possible use of not correctly qualified or insured officials, the alleged access to coaching details which are not in the public domain, and the issues with team sheets.

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**Appeal Number:** 33

**Type of Appeal:** Initial – Walkover

**Sport:** Mixed American Football

**League (Tier only)/Knockout (Level only):** Tier 2

**Regulation(s):** REG 13.4, REG 13.7, REG 14.3.1

**Decision:** Appeal Rejected – Result (walkover) to stand

**Justification of decision:** The home team have submitted an appeal against the walkover claimed by the away team citing REG 13.4 and REG 13.7. The home team state that the fixture was initially scheduled for Sunday [REDACTED] but had to be postponed to Sunday [REDACTED] when it was again called off on grounds of safety due to Storm Dennis and Amber weather warnings in place for both weekends. The home team also state that they were in contact with the away team regarding the fixture during the preceding week and there was no opposition to the decision to postpone, with the away team offering their facility but the home team's coach company advised that they had grounded transport for the weekend due to the weather and so this option was not possible.

On Tuesday [REDACTED] at 17:15, the home team submitted a request to BUCS (with another opposition team and the away team copied in) for the league deadline to be extended past Sunday 23 February to enable more possible rearrangement dates for fixtures which had been called off due to the recent weather issues and concerns over another storm being due the following weekend. The home team state that they did this so that they could offer rearrangement dates to the away team and other institutions, but before a response was received from BUCS the away team claimed the walkover which they feel was not correct and that the fixture should go void as there were no alternative dates to offer.

In the away team's response, they state that they uphold their decision to claim the walkover under REG 14.3.1. The away team note that they would have preferred to have been able to play the fixture and couldn't allow it to go void as it would affect their chances of qualifying for the Conference Cup. The away team explain that REG 14.3.1 should apply as following notification of the postponement at 14:04 on Friday [REDACTED], no rearrangement dates had been offered within 48 hours (not including the weekend), suggesting that Wednesday [REDACTED] and Saturday [REDACTED] might have been possible, and the next correspondence they received from the home team was when they requested the extension to the deadline to BUCS.

In response to the regulations quoted by the home team, the away team state that REG 13.4 does not apply as this regulation states that where a fixture has not taken place one appropriate outcome would be a walkover. With regards to REG 13.7, The away team state that if the home team are looking for the walkover to be considered involuntary, then this is not for the away team to decide.

Having reviewed both submissions and supporting evidence provided, the Panel have determined that the voluntary walkover claimed by the away team shall stand, with the home team being liable for the £50 lodging fee, as the home team were in breach of REG 14.3.1.

Neither the away team, nor the BUCS Appeals Panel, are suggesting that the fixture should not have been called off on Sunday [REDACTED] – there has been no dispute as to the safety concerns that led to this decision. However, following this cancellation, the home team did not offer any rearrangement dates to the away team within 48 hours of the postponement as is required by REG 14.3.1.

Whilst there was only one week left prior to the deadline, and the home team had a scheduled fixture on Sunday [REDACTED] against another opposition team, the home team should have still explored options to rearrange and offer dates to the away team. American Football fixtures, whilst typically played on Sundays, follow the general BUCS regulations for rearrangements whereby these can be played on any day and so a weekend and weekday date should be offered.

If there are no weekend dates free to be offered (as teams are already playing on the only remaining dates) then an institution would not be held to needing to offer a date that is not available but would still be expected to offer at least the one weekday requirement of REG 14.3.1. With regards to the ability to offer a weekend date when a team already has a match scheduled on the other weekend day, BAFA rules do not

permit teams to play two matches with less than 36 hours between them as standard, however application can be made to the Chair of the BAFA Rules Committee for an exemption to this.

Had any newly agreed rearrangement dates then had to be postponed at a point where it would not be possible to offer any further dates due to their being no dates left prior to the deadline, then the home team would not have been deemed to be in breach of REG 14.3.1 as offering of dates would not have been possible.

Additionally, the home team's submission of a request to extend the league deadline is understood, however any request for a deadline to be extended does not remove or suspend the obligation to offer rearrangement dates within the parameters as they stand at that point.

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**Appeal Number:** 34

**Type of Appeal:** Initial

**Sport:** Women's Water Polo

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 9.3.1, WAT 3.2.2

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 9.3.1 and WAT 3.2.2, stating that the home team did not have in place the correct equipment for the management of the fixture time. The away team state that prior to the fixture starting there was no "gameclock" as the timing displays were malfunctioning, but that "since possession clocks were functional, we were happy to continue to play when offered to be informed of the scores between quarter breaks". However, the away team state that once the fixture began the possession clocks weren't functioning and so the match was paused to find a solution which was to use a horn to indicate change of possession after the expiry of possession time".

The away team further state that during the second quarter the match was "disrupted further by an erroneous horn (unprompted by the table) which went on for ~20-40 seconds, during which the game was again suspended" and that during this suspension whistles were sourced for the table to replace the horn and they informed the officials that they were going to play under protest, getting the paperwork together for completion when dry. The away team state that their equipment error is through no fault of the home team, but that it had an impact on the fixture.

In their response the home team state that: "The timing equipment at the facility was faulty and it was agreed between the teams to go ahead with the game with the table officials keeping time and notifying the expiration of possession time. In addition, and for the avoidance of doubt, the table would confirm the score with the referees and both coaches at the end of each period. This game timing and possession arrangement is in line with the minimum standards set out by WAT 3.2.2."

The home team also note that the away team have not raised any issues with the officials or the scoring of the match and that they have agreed that 9-5 was the final score, with their issue seeming to be around "a brief stoppage that occurred in the second period to enable a malfunction horn to be disconnected." The home team argue that while any stoppage is not ideal, it was the same for both teams. Finally, the home team state that in their opinion the away team agreed to play the fixture under the conditions noted which were in line with BUCS regulations and that they were not "unilaterally disadvantaged by the arrangements" as it was the same for both teams.

Having reviewed both submissions, the BUCS Appeals Panel has decided that the appeal is rejected, the result will stand, and the away team will be charged the £50 lodging fee.

The away team have appealed on the basis of perceived regulation breaches that they were aware of both before, and during, the fixture, however the Playing Under Protest Form they have submitted in support their appeal does not meet the requirements of REG 12.3, is therefore rejected under REG 12.3.1, and they are therefore under REG 12.1.1 deemed to have accepted the conditions of play and cannot appeal based on these grounds.

Not only does the PUP Form not have a time of signing for either captain to validate when it was signed, the only grievance cited is that of the lack of game clock for which the away team themselves note "No game clock regulation...?". There is no mention on the PUP Form of the issues relating to shot clocks or alternative systems. Under FINA rules, the only reference to a clock for match duration is WP 12.4 which states that "Any visible clock shall show the time in a descending manner (that is, showing the time remaining in a period)", there is no compulsory requirement for a game clock stated.

Additionally, a note from the referee's stating that the away team "filed to play under protest within the second quarter" does not meet the requirements of REG 12 and is not an accepted way of completing a PUP Form. Furthermore, the away team have provided no supporting evidence to back-up their claims, such as statements from the match officials.

**Appeal Number:** 35

**Type of Appeal:** Initial

**Sport:** Mixed Golf

**League (Tier only)/Knockout (Level only):** Championship

**Regulation(s):** GOL 4.2.5

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:** The away team have raised this appeal citing GOL 4.2.5, stating that this regulation was breached as the home team had not informed the away team that temporary greens would be used and on arrival, they found out that this would be the case for all 18 holes. In support of their appeal, the away team provided screenshots of emails they had sent to the home team on Monday [REDACTED] asking if they were "all good" for the fixture on Wednesday and to "make sure that the course was playable after recent weather", to which they received a response from the home team on Monday [REDACTED] advising that "currently all is good" and that they "will let you know if anything changes".

The away team submitted a Playing Under Protest Form in support of their appeal showing that they raised this issue prior to play beginning.

In the home team's response, they state that they were not aware that temporary greens would be in place until they arrived at the venue and therefore were not in a position to provide notice. The home team state that it is "normal procedure for the course to notify of any restrictions or closures via social media. This has been the standard and most up to date information source utilised by the course greenkeepers."

The home team provided screenshots from Twitter and the course website taken at 07:31 and 09:44 on Wednesday [REDACTED] to support their case, with the Twitter post stating "Course open, with heavy rain forecast from 11am unfortunately it will remain no buggies" and the website stating "Course Status Information – With the following restrictions: Preferred Lies, No Buggies". The home team state that had they been aware of temporary greens being in place at any point prior to when they arrived at the course, then they would have informed the away team captain as they had their contact details.

GOL 4.2.5 states that "In normal circumstances, temporary greens will not be used. If four or more temporary greens are – or are likely to be – in operation, the away team should be notified in good time (24 hours in advance). In such circumstances, the away team have the option to request a rescheduling of any match. Providing such rescheduling is agreed before the away team start their journey, the match will be replayed at the original home venue."

It is the view of the Panel that this regulation has therefore been breached by the home team as they did not inform the away team that "temporary greens are – or are likely to be – in operation" at least 24 hours in advance. Whilst the home team provided screenshots from the Twitter account and the website of the club which did not advise of temporary greens whilst mentioning some course restrictions on the morning of the match, the Panel do not deem this to be the home team meeting their obligations under GOL 4.2.5.

When aware of the recent weather issues, or when they received the enquiry from the away team on Monday [REDACTED], the home team should have contacted the Golf Club to enquire as to whether Temporary Greens were, or were likely to be, in operation.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the fixture should be replayed with the away team as the hosts, following the procedures of REG 14.4 to find a suitable date prior to Monday [REDACTED], unless there is agreement from the next round opposition to play at a later date.

**Appeal Number:** 36

**Type of Appeal:** Initial

**Sport:** Men's Rugby Union

**League (Tier only)/Knockout (Level only):** Tier 3

**Regulation(s):** REG 10.6.2

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The home team have raised this appeal without citing any specific regulations that are alleged to have been breached. The only comment on the Appeal Form was: "I would like to formally challenge today's result with BUCS, the away team have breached BUCS rules by not bringing a front row replacement however had 6 substitutes on the bench. Due to an injury to a front rower within the 25th minute the game went uncontested which effectively cost us the game due to our dominance in the scrum. They also refused to drop a player out of the scrum which according to the RFU regulations must be done. Can you please put in an official complaint at the most convenient time for yourself."

The away team responded to the Appeal by email but did not submit a response on the BUCS Initial Appeal Response Pro Forma and so this cannot be taken as a formal response by the Panel.

However, despite this, having reviewed the home team's submission, the BUCS Appeals Panel has decided that the appeal is rejected, the result will stand, and the home team will be charged the £50 lodging fee.

The home team's attention is drawn to the following regulations which have not been met by them and hence why the appeal has been rejected:

**REG 12.1** If a team feels, upon arrival or during a fixture, that the conditions do not adhere to those outlined in the BUCS rules and regulations, they should complete a 'BUCS Playing Under Protest Form' (Appendix 8) as soon as the grievance is noted. All teams are advised to carry with them at least two hard copies of the form so that they are adequately prepared for any such scenario. If a team does not have a BUCS Playing Under Protest Form with them, any equivalent paperwork used/produced must meet the requirements of REG 12.3.

**REG 12.1.1** If a team travels to, begins or continues a fixture with knowledge of conditions that amount to a breach of regulations but fails to complete a Playing Under Protest form they are deemed to have accepted the conditions of play and can therefore not later 'play under protest' regarding them, nor submit a match appeal (REG 15) based on those grounds.

**REG 12.4** Teams are advised to also gather evidence to support any grievances raised on a Playing Under Protest form, for example time and date stamped photographs or videos, or written statements from match officials.

**REG 15.1.2** Institutions/Playing Entities are reminded that only where it is alleged that a regulation has been breached should a match appeal be lodged. Institutions/Playing Entities should also be aware of their right to Play Under Protest (REG 12) and the requirement to do so in order to appeal against conditions that amount to a breach of regulations that they had knowledge of either before, or during, a fixture.

**REG 15.6** Institutions/Playing Entities lodging an appeal (Appellants) and those responding to the appeal (Respondents) are responsible for ensuring that their submissions are comprehensive and concise, and that there is validity to any claims, before they make their submission. Appeals deemed to be frivolous or not containing adequate information to enable a fair ruling may be rejected, incur fees in addition to the standard lodging fee, and may result in further disciplinary action.

**REG 15.8.1 Submission** The recognised Athletic Union (or equivalent) representative of the institution/Playing Entity wishing to appeal, shall lodge an initial appeal via e-mail to [discipline@bucs.org.uk](mailto:discipline@bucs.org.uk), in accordance with the deadline of REG 15.8.2. The appeal must be submitted on a BUCS Initial Appeal Pro Forma (Appendix 12b) and be accompanied by a valid Playing Under Protest Form (Appendix 8), if applicable, and/or any supporting evidence.

**Appeal Number:** 37

**Type of Appeal:** Initial

**Sport:** Women's Netball

**League (Tier only)/Knockout (Level only):** Championship

**Regulation(s):** REG 10.6.2

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:** The away team have raised this appeal citing REG 10.6.2, stating that after checking the officials qualifications with the home team on Thursday [REDACTED] following concerns over the quality of officials raised by their coach that it became apparent to them that the home team supplied one A Award Umpire and one B Award Umpire, however the B Award Umpire has not held this for 12 months, having been awarded their B licence on [REDACTED], meaning that they did not meet the requirements of Appendix 5.

In the home team's response, they state that they were "let down at short notice by one of our umpires". They also state that the B Award Umpire has held this for 10 months, is a qualified and experienced umpire and that this is an unfair distinction of a few weeks. The home team also stated that they did not feel that this impacted the game with call being made for both sides.

The key issue that the Panel felt needed addressing was confirming whether, and if so, when, the home team were let down by a previously booked umpire. The Panel requested evidence/confirmation of this from the home team and were provided an email sent at 19:26 on Monday [REDACTED] from an originally booked Umpire advising that they were no longer available.

Therefore, the decision of the Panel is that REG 10.6.2 does not apply in this case, but instead REG 10.6.3 and REG 10.6.3.1 does:

**"REG 10.6.3 Non-provision of officials due to being let down by an appointed/booked official within 48 hours of the fixture start time.**

**REG 10.6.3.1** If the away team has arrived at the venue and the home team is let down by an appointed/booked official and can prove in writing that the official was appointed/booked, the original home team will be obliged to travel to a rescheduled match."

Despite being let down by a previously booked official, the home team should still have followed the process of REG 10.6.3 and could have under REG 10.6.3.2 informed the away team of this prior to their team travelling to either sort a rearrangement in the home team, or to get agreement to use officials that did not meet the requirements (REG 10.7). The Panel cannot get into the subjectivity of what impact an official not meeting the requirements had on the fixture/result and must instead follow the clear instructions of REG 10.6.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the in line with REG 10.6.3.1 the fixture should be replayed with the away team as the hosts.

However, given that the next round of the Championship is on Wednesday [REDACTED], unless the away team/the home team can get agreement from the next round opposition to push back this fixture (the following round after is scheduled for Wednesday [REDACTED]), then any replay of this fixture will need to take place by Tuesday [REDACTED]. BUCS is granting use of Monday or Tuesday, as the winner of this match will be "the away team" so if the next round opposition do not agree to a postponement of the next round, later notice of their opposition will not negatively impact their ability to fulfil the fixture. If no rearrangement of the fixture has been agreed by 16:00 on Monday [REDACTED], then the team which progresses shall be decided by a coin toss conducted by the BUCS Executive.

**Appeal Number:** 38

**Type of Appeal:** Initial

**Sport:** Women's Netball

**League (Tier only)/Knockout (Level only):** Tier 7

**Regulation(s):** NET 5.3, NET 5.3.2

**Decision:** Appeal Accepted – Replay at Away Team's Venue

**Justification of decision:** The away team have raised this appeal citing NET 5.3 and NET 5.3.2, stating that the home team breached these regulations as they did not have a scoreboard available for the match which "made it difficult to know what the score was". The away team also state that during the match their team "was not sure so they asked a member of the opposite team who were not very polite or forthcoming with the score."

In support of their appeal the away team provided a Playing Under Protest Form showing that this grievance was raised correctly with the home team prior to the fixture playing and so the match was played under protest.

In the home team's response they state that they dispute the away team's case, on the grounds that "the scoring system used (one that is commonly used by the majority of teams in the division and in the wider netball community) created no unfair advantage for the home team and therefore had no impact on the final score/result".

The home team also dispute the away team statement that having no scoreboard "made it difficult to know that the score was" as they argue that the scores were manually recorded with "both teams sitting next to each other to ensure agreement and correlation in the keeping of the score" and provided a statement from one of the umpires confirming that the teams were scoring together and adding that "both scorers were very vocal about how many goals were in it too so there was no disadvantage to either team".

The home team also cite REG 12.6, reiterating that they do not feel that the manual system of keeping score used gave them any advantage or influenced the result.

Having reviewed both submissions, the Panel's first observation is that the home team have not refuted the away team allegation that there was no scoreboard provided by them and are therefore deemed to have accepted that a breach of NET 5.3 and NET 5.3.2 has occurred, with these regulations stating that "A fully working and easily visible scoring system must be provided showing the match score." and that "For Tier 1 and below league matches, and Trophy and Conference Cup/Plate/Bowl knockout competition matches a manual scoreboard is sufficient should electronic scoring not be available."

The home team have instead argued that this breach of regulations did not provide an unfair advantage to their team or had an impact on the result as they, and the umpire they sought a statement from, have suggested that representatives of both teams were keeping a manual score of the match using pen and paper and were therefore able to communicate this to their teams vocally throughout the match.

Whilst representatives from each team have access to the scores in this scenario, and the ability to therefore vocally communicate this to their team, this does not meet the requirements of NET 5.3 and NET 5.3.2 as there is no actual scoreboard that would be "easily visible" to the players on court.

As to whether this lack of easily visible scoreboard could have any effect on those playing and thus the match score is a subjective matter, but as it is a regulatory requirement the away team are within their rights to expect a scoreboard as part of the standard conditions they play to/with.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the fixture should be replayed under the correct conditions with the away team as the hosts as they have already travelled for this initial playing of the fixture. Arrangement of a new date should follow the process and timelines of REG 14.3, with notification of this decision being taken as the equivalent of notification of a postponement.

However, the Panel shall be referring these regulations to the BUCS Netball Advisory Group for review for 2020-21 given the comments made by the home team regarding these requirements often not being met at this level within BUCS Netball and therefore as to the suitability of the regulations and if they should be amended accordingly.

**Appeal Number:** 39

**Type of Appeal:** Initial

**Sport:** Women's Futsal

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 11.2.3, REG 12.3.2.1, FIFA Law 3

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 11.2.3, REG 12.3.2.1 and FIFA Futsal Law 3, stating that the home team had a squad of 13 players when they should only have had a maximum of 12, and they only listed 12 of these on the team sheet. Further to this, the away team stated that when they presented a Playing Under Protest Form regarding this to the home team after the match that they refused to sign it, so the referee signed it in their place.

The away team supplied a copy of the Playing Under Protest Form and a hard copy Team Sheet as supporting evidence for their appeal.

In the home team's response, they highlight that the FIFA Law which the away team have cited infers that up to 14 players can be in a squad for each match, up to five starting players and up to nine substitutes. The home team also state that their team did not actually use more than 12 players for this fixture, as per the hard copy team sheet submitted by the away team. The home team also provided a screenshot of BUCS Play to support this, although this showed that 13 players were listed on the BUCS Play Team Sheet. The home team further state that they had 13 players on location for the day as they were playing multiple fixtures and they are not aware of any BUCS regulations that would not permit this.

With regards to the PUP Form, the home team highlight that this was not presented to their team until after the match and so under REG 12.1, REG 12.1.1 and REG 12.2 would mean that the away team could not Play Under Protest for these issues as the match had already happened. The home team also state that if their team refused to sign the PUP Form then it should have been logged under REG 12.3.2 which it was not.

The home team state that they accept that there may be a misconduct charge related to the refusal to sign the PUP Form, however they state that the fact their team were required to go straight on to another match may have resulted in some miscommunication. Finally, the home team point out that the away team have not provided any evidence to support their claims further to the Team Sheet and PUP Form.

Having reviewed both submissions, the BUCS Appeals Panel decided that the appeal is rejected, the result will stand, and the away team will be charged the £50 lodging fee.

It was a concern for the Panel that there seems to be a concerning lack of understanding of regulations and processes shown from both institutions.

Firstly, for each individual BUCS Futsal fixture, a team of 14 players is permitted under FIFA Futsal Law 3 as BUCS Futsal regulations defer to the FIFA Laws for team size which permits a starting team of five plus up to nine substitutes. As such, there was no breach of this regulation by the home team.

Secondly, where institutions have agreed to host/play multiple fixtures on the same day, team sheets and team selection for each fixture is an entirely separate thing. So, if a team is playing two fixtures on the same day, they could have more than 14 players travel, but can only list up to 14 of these on each team sheet and thus playing that fixture.

Furthermore, the hard copy team sheet presented is not valid as it does not confirm at what point it was signed by both captains, and so cannot be confirmed as being completed pre-match. It is also unclear why a hard copy team sheet was done for a Tier 1 fixture when the home team had been able to do their Team Sheet on BUCS Play. There is a discrepancy between these when both should match, as they should be the players agreed by both captain's pre-match to be playing.

With regards to the PUP Form, the home team are instructed to inform their captain that they should never refuse to sign a PUP Form, even if they feel that it has been presented too late. They should simply sign the form, clearly stating the time at which it was presented to them and can add a comment making this point. Should BUCS receive any further reports of the home team's team refusing to sign a PUP Form, then a misconduct charge shall be raised. As the home team noted, a refusal to sign a PUP should also be notified to a team's AU at the time it occurs so that they can inform the opposition AU and BUCS. BUCS understands



that with weekend fixtures it may be that when it is logged with the AU they may not be working to pass this on immediately, but teams should still cover themselves by logging it with their AU.

It is unclear but it seems that the home team having 13 players present was something that the away team were aware of either before or during the match, and so if this was the case and they believed it to be a breach of regulations, then they should have completed a PUP Form at the time and looked to gather supporting evidence that a breach occurred, such as photographic evidence of players participating who should not have been, or a statement from the match official confirming how many players were in the team.

As such, both institutions AUs are requested to sit down with their teams (or captains at least) to go over BUCS regulations relating to Team Selection, Team Sheets and Playing Under Protest to ensure that moving forward they are aware of what they need to do and so that both institutions can avoid any unnecessary appeals.

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**Appeal Number:** 40

**Type of Appeal:** Initial – Walkover

**Sport:** Men's Basketball

**League (Tier only)/Knockout (Level only):** Tier 3

**Regulation(s):** REG 9.3.6

**Decision:** Appeal Accepted – Replay at Home Team's Venue

**Justification of decision:** The away team have raised this appeal against the walkover claimed by the home team for their team not attending the fixture citing REG 9.3.6, stating that the home team were in breach of this regulation as no start time for the fixture was listed on BUCS Play until Tuesday [REDACTED] despite the away team chasing for a time on Monday [REDACTED] and that due to the late notification of the start time that their team were not able to be available for the selected fixture time at such short notice.

In support of their appeal the away team provided evidence of email correspondence in which they chased the home team for the match start time at 10:55 on Monday [REDACTED].

In the home team's response, they cite REG 9.5, stating that the away team were sent a fixture confirmation email on Wednesday [REDACTED] at 15:27 (copy of email provided as supporting evidence) in accordance with this regulation which listed this fixture as having a 18:00 start time. The home team also state that they called BUCS to seek clarity on if their process was correct and that BUCS informed them that they did the correct thing and were in accordance with REG 9.5 and that "the priority for this level is written confirmation via email in advanced notice", adding that "The time on BUCS play isn't as important and can be added at a later stage".

The home team also highlight that when discussing the matter with the away team on Tuesday [REDACTED] they offered to push back the start time to 19:00 as the away team stated over the phone that 18:00 is early, this was then declined on the morning of Wednesday [REDACTED] by the away team and a further offer of 20:00 was also made.

Having reviewed both submissions, the Panel agreed that whilst the home team met the requirements of REG 9.5, they are also clearly in breach of REG 9.3.6.

REG 9.3.6 is a requirement that precedes that of REG 9.5. For league fixtures, the requirement for all start times to be set on BUCS Play at least 14 days out from a fixture is in place to ensure that travelling teams have adequate time to arrange travel, player availability etc. for the fixture. So, from Wednesday [REDACTED], if not earlier, the away team should have been able to refer to BUCS Play to see when they were scheduled to be playing and plan accordingly.

Whilst the breach of REG 9.3.6 is clear, there are questions as to why this issue was not identified by either institution before Monday [REDACTED]. By the regulations, responsibility sits with the home team to have put a start time on BUCS Play 14 days prior to the fixture, however the away team do not appear to have chased the lack of any start time until two days out from the fixture (Monday [REDACTED]). Prior to this they had been sent a fixture confirmation email on Wednesday [REDACTED] from the home team which did contain this information which they were chasing. Had this email been checked/queried this could have enabled the opportunity to try and resolve the matter early enough for the away team to still be able to raise a team and attend the fixture on this date.

This does not absolve the home team of their breach of REG 9.3.6, but is an area that the Panel advises both institutions to address as the fixture confirmation process is not the way in which institutions should first be informed of fixture times, this should be on BUCS Play as per REG 9.3.6, but should give the chance for institutions to spot details that don't match what they are expecting, for example because alternative arrangements have been agreed in writing but not updated on BUCS Play.

Therefore, the Panel have ruled that the appeal is upheld, and the decision is that the fixture should be replayed with the home team retaining hosting rights. Arrangement of a new date should follow the process and timelines of REG 14.3, with notification of this decision being taken as the equivalent of notification of a postponement, and given that the league deadline is Wednesday 25 March and thus it is likely any replay date may be in less than 14 days from now, the start time should also be agreed alongside the date.

Additionally, the Panel checked in with BUCS staff based in the office regarding the home team's statements about communications with BUCS. The Panel believe that there has been a misunderstanding of conversations had over the telephone as these staff stated that they advised the home team that it sounded like they had met the requirements of REG 9.5 and advised that they could raise this with the away team, however they did not state that either "the priority for this level is written confirmation via email in advanced notice" or that "the time on BUCS play isn't as important and can be added at a later stage".

It is important to note that the role of the BUCS staff is to direct members to regulations that may be pertinent to the situation being described, but not to confirm whether an institution has absolutely met these or not, or if they have grounds for appeal for example, as the staff will never have the full circumstances. It is up to each institution to determine based on their understanding of the situation what the appropriate action would be.

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**Appeal Number:** 41

**Type of Appeal:** Initial

**Sport:** Women's Tennis

**League (Tier only)/Knockout (Level only):** Championship

**Regulation(s):** TEN 7.2.1

**Decision:** Appeal Rejected – Home Team Awarded Match Shoot Out Victory

**Justification of decision:** The away team raised this appeal under regulation TEN 7.2.1. The away team's case is that the home team should have published the fact that they had booked two courts for six hours in the notes of the fixture and sent that information through as part of the fixture confirmation.

The panel considered the information submitted and found that at no point was this fact debated by the home team and so the panel concluded that this information was not provided by the home team in contravention of the regulations.

In their submission, the away team stated that they completed the Playing Under Protest form as soon as they became aware that there were only going to be two courts available for the match, and that this happened at the conclusion of the doubles match. In their response the home team dispute the time that this occurred, stating *'the form was only filled out and signed at 16:45'*. Reviewing the PUP form, the Panel found that the document was signed by both captains and the stated time on the form was 16:45. As a result, the Panel concluded that the form was not signed at the end of the doubles match but at a later time.

The result being that the singles matches would have been well advanced before the PUP form was signed. As such, the away team continued the fixture with awareness of the conditions, and the Panel found that they had accepted the conditions of play under REG 12.1.1 and therefore are not eligible to submit a PUP regarding the conditions.

In their appeal the away team stated they *'would have adjusted travel plans had we known that only two courts were booked'*. The Panel found that the away team continued to play after being made aware of the court booking specifics and by not stopping to complete a PUP immediately the impact of court booking on their travel plans is not valid.

The panel concluded that the away team left the fixture while the match was still ongoing without regulatory cause. The final rubber that was in progress when the away team abandoned the match is therefore awarded to the home team. This means that the match would have finished with a 3-3 result. As per TEN 10.5, a tie-break shootout should have been used to decide the result of the fixture. By not being present, the away team are deemed to have forfeited this rubber, awarding the shootout and tie to the home team.

The Panel noted that the home team had failed to follow the requirements of TEN 7.2.1 and would encourage them to review internal processes to ensure that all required administration is completed in line with the BUCS Rules & Regulations to avoid being at risk of conceding fixtures in the future.

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**Appeal Number:** 42

**Type of Appeal:** Initial

**Sport:** Men's Volleyball

**League (Tier only)/Knockout (Level only):** Conference Cup

**Regulation(s):** REG 10.1, REG 10.6, Appendix 5

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:**

The away team entered an appeal on the basis that the home team only had one qualified official for the game.

The Panel reviewed the submission and found that the PUP form was signed by the two captains at 17:40 and 17:41. As a result, the 15:00 match start time meant that as per REG 12.1.1 the Panel found that the away team were deemed to have accepted the conditions of the match and can therefore not submit a match appeal based on those grounds.

However, the Panel did note that the home team confirmed that they only supplied one qualified referee for the match and that they had not given this information to the away team in advance.

The Panel would like to remind both institutions of the requirement to adhere to all Rules & Regulations in both match administration and in dealing with conditions which they find in contravention of the regulations. Doing so will increase the chances of receiving the desired outcome.

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**Appeal Number:** 43

**Type of Appeal:** Initial – Walkover

**Sport:** Mixed Golf

**League (Tier only)/Knockout (Level only):** Championship

**Regulation(s):** REG 14.1

**Decision:** Appeal Rejected – Result (walkover) to stand

**Justification of decision:** The home team have appealed the walkover claimed by the away team under REG 14.1. It is the home team's case that there were valid grounds for a postponement of the match due to weather.

In both the appeal pro forma from the home team and the appeal response from the away team there is reference made to a general lack of clarity in language used, which has caused the potential for a subjective interpretation over what is meant in the written submissions.

However, the appeal from the home team is based solely on their belief that they postponed the match and informed the away team of this on Tuesday [REDACTED].

In their response, the away team acknowledge this fact, but their case around this regulation is that the match should not have been postponed as the course was open. As a result, there was an attempt to claim a walkover by email on Thursday [REDACTED].

At this stage, the Panel found that the home team could have been in one of two situations; they were either required to rearrange a match due to a postponement, or, needed to appeal a walkover claimed against them by an opponent.

As their appeal states, they were of the belief that the match had been postponed.

As a result, the home team should have offered two dates to the away team within 36 hours of the postponement - REG 14.4.1.

The Panel found that they failed to do this and offered only one date through BUCS Play without prior communication with the away team's Institutional Administrator.

This action is in contravention of REG 14.4.1, the outcome of which is that the home team are deemed to have conceded the match and the away team are awarded the walkover.

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**Appeal Number:** 44

**Type of Appeal:** Initial

**Sport:** Women's Hockey

**League (Tier only)/Knockout (Level only):** Tier 1

**Regulation(s):** REG 11.1.2, REG 11.2, REG 11.2.3, REG 11.2.4, REG 11.3.2.1, REG 11.2.10

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 11.1.2, REG 11.2, REG 11.2.3, REG 11.2.4, REG 11.2.10 and REG 12.3.2.1. The away team list several grievances relating to team selection and team sheets:

- The home team not having done a Team Sheet on BUCS Play, nor in hard copy.
- When asked to provide names to the away team, all bar three home team players refused to do so.
- The home team also refused to produce ID.
- When raising the issues with the home team post-fixture, they have not provided a formal team sheet, just a team photo, a list of names and copies of photo IDs.
- The away team have been unable to view all other team sheets for the home team from this season, with not all of them being available on BUCS Play, and so can't be sure of how many matches each of the players may already have played this season.
- The away team refer to a specific player, *Player 1*, who they say does not appear on BUCS Play (breaching REG 11.1.2) and who they believe has played other BUCS fixtures unregistered, so they are not able to track her player movement.

Additionally, the away team state that the home team captain refused to sign the Playing Under Protest Form which raised REG 11.2/REG 11.2.2./REG 11.2.3 before the match started and the home team coach then agreed to sign it instead.

In the home team's response, they state that:

- The away team captain only asked the home team captain "30sec prior to the game" and that they never refused they just said that they would "read it and sign it after the match" to which they were never given the opportunity after the game. The home team state that there "was about 15min before the game when they could have asked this and rather chose to do it during our warm-up and preparation for the game." The home team add that their captain's BUCS Play has "been down for the past 3 weeks", that they contacted BUCS about this and it hasn't been rectified, and with all their other games submitting the sheet through the AU after has been fine so they had no reason to believe otherwise.
- The home team state that they offered to show ID through logging in to their university student portals for those that did have ID cards on them, but the away team did not accept this.
- The home team state that following the away team raising this matter with them post-fixture they sent over a team photo and list taken straight after the game with photographs of ID for each player to prove who they were and went through team sheets for their Women's 1<sup>st</sup> Team to verify that no players were ineligible.
- This was *Player 1*'s first match which is why she doesn't appear on any previous team sheets on BUCS Play.

With regards to the PUP Form, the home team state that this was only presented to their captain "seconds before the game was supposed to start" and so their captain said that they were not comfortable signing it without first reading and understanding it, at which point the away team captain walked away and asked for a signature from the home team Head Coach.

The home team further state that they do not feel that enough was done between the two institutions to try and resolve the matter before an appeal was submitted to BUCS.

Having reviewed both submissions and BUCS Play, the Panel agreed that it was clear that the home team did not correctly complete a team sheet for this fixture, and therefore are in breach of REG 11.2. However, the away team were aware of the lack of a team sheet and their inability to conduct a correct team sheet

and ID check prior to the fixture but did not follow the REG 12 playing under protest regulations procedure correctly and therefore are deemed to have accepted the conditions.

The Playing Under Protest Form was not signed by the home team captain, which is an essential requirement of REG 12.3, and therefore under REG 12.3.1. the PUP Form is not valid to support this appeal as would be required under REG 11.2.8. The away team have stated that the home team captain refused to sign the PUP Form, however REG 12.3.2 is clear that if this is the case the team are to log this with their AU immediately who in turn can log it with the opposition AU and BUCS in order for the PUP Form to remain valid. Doing so also affords the opportunity for the AUs and/or BUCS to intervene and try and get the form signed or any issues raised resolved at the time. Given that the fixture was on a Wednesday afternoon at 15:00 there are not deemed to be any mitigating circumstances as to why this would not have been possible to do.

Therefore, the decision of the Panel is that the appeal is rejected, and the result shall stand. However, the Panel are splitting the £50 lodging fee between the two institutions, £25 each, as whilst it is an unsuccessful appeal from the away team, it is felt that had the home team complied with team sheet regulations correctly then there would have been no concerns for the away team to bring this matter to appeal.

Additionally, given the issues raised in this appeal with regards to the home team's completion of team sheets, BUCS will be investigating team sheet competition for the home team's Women's Hockey teams and if the home team have not been completing them adequately, then as per REG 11.2.9 they will be liable for sanctions as detailed in Appendix 11 ('BUCS Disciplinary Sanction Guidelines').

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**Appeal Number:** 46

**Type of Appeal:** Initial

**Sport:** Men's Futsal

**League (Tier only)/Knockout (Level only):** Trophy

**Regulation(s):** REG 9.3.6, REG 9.3.6.4, REG 9.5, REG 11.2.10, FUT 6 FUT 7.1.1, FUT 8

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal under regulations REG 9.3.6, REG 9.3.6.4, REG 9.5, REG 11.2.10, FUT 6, FUT 7.1.1, and FUT 8. The away team raise several grievances around match administration and the facility provided for the fixture:

- The facility not having the correct pitch markings
- The facility not having a large enough run off area
- The GK area being smaller than required
- Only one official being appointed for the match instead of two
- The home team not having confirmed details – specifically pitch dimensions & officials – within 14 days of the fixture
- An absence of timekeeper's equipment at the fixture meaning the players and coach could not see the clock
- The home team not completing the correct paper team sheet for the fixture and not being able to correct this due to the captain departing the venue immediately after the game.

In The home team's response, they stated:

- We are able to confirm that the hall fits the regulation size as per 7.2.1. Our court is 32m in length and 18m in width with a 1.7m run off on each side. Both of these measurements are within the suggested dimensions stated within the BUCS rules and regs.
- Again, with regards to the goals used, the regs state that it is preferable to use metal goals which we do use. The away team also states that our GK area should be 6m whereas ours was 3.9m. Firstly, I am not sure if the individual has any evidence for this, but this is not relevant. At no point in FUT 7.2.1 does it state what specific dimensions the GK area must be. The individual has mistakenly used the term "should be" to mean "must be".
- In response to this [FUT 6], we have not broken a reg here as we provided one qualified ref. I tried to get hold of another ref and was unfortunately unable to do so.
- With regards to this [REG 9.5], there was no communication from either institution so if this applies to us, it applies to them as well.
- Unfortunately, due to the storm a few weeks ago when we were due to play the previous round opposition, they did not travel and we had to reschedule the match, which took place on [REDACTED]. After winning this fixture, and entering the result, we added our time and venue onto BUCS Play. We then received an email confirmation from the away team with regards to fixtures at roughly 2pm on [REDACTED] after a phone call to inform them about the details of the match and the delay.
- Regarding timekeepers, their statement is not entirely accurate. We had a timekeeper time with a stopwatch, and this seems to be common practice for a lot of the teams that we have played this year. Further, the term 'timekeeping equipment' is somewhat vague, and it seems that the away team have taken it to strictly mean an electric board - I do not think this is a correct evaluation. The rule does not stipulate that the time needs to be visible to everyone either. Further to this, when the coach became annoyed at the fact that they were unable to see the time, our timekeeper called out the timings whenever asked and at 5 and 2 minutes to go.
- With regards to the team sheet, again, a complete misrepresentation of events. Our captain completed the team sheet on the BUCS Play App 2 days before the fixture - The away team failed to do this. All the players that played were listed on the BUCS Play team sheet as per the regulations and shown before the match. On the day of the fixture, the away team captain told him to fill in a paper team sheet during the middle of their warm-up, which he did. Now, he admitted that he may have accidentally missed a player's name/not filled it in correctly, but was quite pushed for time and assumed that it was fine anyway given he had already completed the team sheet on BUCS Play.

Having reviewed both submissions, the Panel noted that the competition (Men's Trophy) does not fall under FUT 7.1.1 but under FUT 7.2.1. This regulation has more flexibility in the conditions of the facility to be used and the panel agreed that the home team's facility was operating within those requirements. The Panel believed that the away team reviewed the wrong regulation when submitting their appeal.

Additionally, FUT 6 and Appendix 5 make clear that for this level of competition only 1 official is required. At the Championship level 2 officials is a requirement and the Panel again believed that the away team had consulted the wrong level of competition when completing their appeal.

With regards to FUT 8 and the absence of timekeeping equipment, the panel found that the regulations do not specify what specific timekeeping equipment is required and therefore the equipment used by the home team was sufficient for the fixture.

In terms of fixture administration, the Panel noted that the home team did upload the information to BUCS Play more than 48 hours in advance of the match in accordance with REG 9.3.6.4. The home team confirmed that they did not confirm fixture details as per REG 9.5 – however, as per FUT 7.2.1 institutions 'should be' made aware rather than having to be made aware.

The Panel would like to remind the home team that a more comprehensive fixture confirmation process would have negated the majority of the issues identified in the appeal.

On the question of the team sheets, there is no dispute of the players who played in the match itself but rather the administration of team sheets by the home team. This will be followed up by the BUCS Executive to ensure that the home team are following the correct procedures.

In conclusion, the BUCS Appeals Panel has decided that the appeal is rejected, the result will stand, and the away team will be charged the £50 lodging fee.

However, the panel will refer the Futsal rules and regulations around match conditions for review to ensure that there is clarity around expectations.

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**Appeal Number:** 47

**Type of Appeal:** Initial

**Sport:** Women's Lacrosse

**League (Tier only)/Knockout (Level):** Championship

**Regulation(s):** FIL Rule 1F, FIL Rule 13A, FIL Appendix C

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing FIL Rule 1F, FIL Rule 13A, and FIL Appendix C. The away team state that FIL rules 1F and 3A were breached as there was no restraining line marked across the pitch, with the umpires basing where this should be on two blocks at either side of the pitch, and that the match-winning goal was scored when the home team gained possession after a player went over the line before possession on the draw. The away team also state that other lines were "barely visible" and that "you could not see the goal circle at all".

With regards to FIL Appendix C, the away team state that "no efficient warm up time was available" to them, further adding that they requested a 10 minutes half-time interval but were told it would only be five minutes.

The away team did not supply a Playing Under Protest Form or any supporting evidence for their appeal, with their only comment regarding playing under protest being that "The referees were forcing the game to start on time and therefore the protest form was not able to be produced."

In the home team's response they state that the appeal is invalid as the match was not played under protest in accordance with REG 12.1. The home team state that they had a staff member present and that the away team could have filled out a PUP Form at any point either before the game, during a time-out or at half-time. The home team also state that their pitch is within the regulations and that both teams played with the same markings and "agreed to this before the game commenced after the ref had spoken to both captains."

With regards to the warm-up, the home team highlight that the regulations do not state that warm-up time must be provided on the actual match pitch, nor is it stated that warm-up time needs to be provided at all. The home team state that whilst the away team may have had to move, they were provided warm-up time and space.

Finally, with regards to the length of half-time interval, the home team state that this was out of their control and that if the away team were not happy with this they should have played under protest.

Having reviewed both submissions, the BUCS Appeals Panel decided that the appeal is rejected, the result will stand, and the away team will be charged the £50 lodging fee.

The away team did not follow the Playing Under Protest procedures of REG 12 and so are deemed to have accepted the conditions of play and so under REG 12.1.1 and REG 15.1.2 are not entitled to appeal the result regarding these matters which they were clearly aware of prior to the match starting. With regards to the away team's comments that "The referees were forcing the game to start on time and therefore the protest form was not able to be produced.", the Panel deemed that the team could have shown the officials the regulations regarding being able to Play Under Protest and if there was still any issue with being allowed time to compete the PUP Form, refused to take to the field whilst completing the PUP Form and if there had been any issues following on from this, these also could have been noted. Additionally, any issues with not being able to complete a PUP Form could have been flagged at the time with their AU and/or BUCS to afford them the opportunity to intervene and try and get the form completed or resolve any issues at the time.

It should also be noted that with regards to the away team's complaints about the pitch markings, no evidence was supplied to prove that there were any issues with the markings on the day. REG 12.4 states that "Teams are advised to also gather evidence to support any grievances raised on a Playing Under Protest form, for example time and date stamped photographs or videos, or written statements from match officials." Without such evidence, any dispute just becomes what one side says versus what the other says.

As such, this appeal could also be rejected under REG 15.6. However, the home team are advised that they must ensure that their pitch does have the correct markings in place for all future fixtures to ensure that

teams do get to play under the correct conditions and to ensure that they do not find themselves subject to further appeals.

Furthermore, the Panel would support the home team's comments regarding warm-ups. FIL Appendix C is not deemed to be applicable to BUCS Lacrosse fixtures, as it is a protocol for FIL organised matches, but also it is not specific on warm-up time or space. These are also not covered under BUCS regulations and so there is not a regulatory requirement for warm-up time, or space, to be provided. With regards to half-time intervals, the FIL rules state that these "may not exceed 10 minutes" but do not state a specific length, or a minimum length, therefore the five minutes mandated by the officials is allowed by the regulations.

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**Appeal Number:** 48

**Type of Appeal:** Initial

**Sport:** Men's Football

**League (Tier only)/Knockout (Level):** Tier 6

**Regulation(s):** REG 11.1.3, REG 12.3.2.1

**Decision:** Appeal Rejected – Result to stand

**Justification of decision:** The away team have raised this appeal citing REG 11.1.3 and REG 12.3.2.1, stating that the home team fielded ineligible players from their 1<sup>st</sup> and 2<sup>nd</sup> team at the beginning of the second half, which the home team denied, and that the home team's captain refused to sign their Playing Under Protest Form.

The away team supplied a copy of the Playing Under Protest Form and videos as supporting evidence for their appeal. The away team stated that these videos were recordings of: "Ineligible player scoring", "Refusal to sign", "Player 1 signing form" and "Referee signing statement".

In the home team's response they state that: "Having reviewed all team sheets from the 2<sup>nd</sup> team; I can see that everyone that was on the 3<sup>rd</sup> team's sheet yesterday was 3<sup>rd</sup> team players. On an occasion 3 players had moved up to the 2<sup>nd</sup> team as the 3<sup>rd</sup> game was cancelled due to a lack of players for 2<sup>nd</sup> team, requiring players to move up as per BUCS regs. This was the only occasion until Wednesday. One player moved into the 2<sup>nd</sup> team match due to a lack of players for the 2<sup>nd</sup> team."

Further to this the home team state that "The 2<sup>nd</sup> team game was abandoned within the first half due to an injury and the opposition not wanting to continue the match. At this point this 3<sup>rd</sup> team player moved back across to his team."

With regards to PUP Form, The home team state that "I spoke to the captain of my team who said that he asked the player if they could get on with the game so there were no more interruptions and he would sign it at the end of the match. Players who were not on the pitch walked on a couple of times to try and get players to sign the form."

The Panel's first observation is that there seems to be a concerning lack of knowledge of BUCS regulations relating to team selection, team sheets and playing under protest shown by both institutions.

Having reviewed both submissions, the Panel agreed that it was clear that the home team fielded an individual for both their Men's Football 2<sup>nd</sup> and 3<sup>rd</sup> teams on the same day, and therefore would be in breach of BUCS regulations including either REG 11.1.4 ("Individuals may not be selected (listed on a team sheet) for different teams in the same sport on the same day.") if they had correctly completed team sheets, or, REG 11.2 (including sub-sections) if they had not listed this player on team sheets. The fact that the home team's 2<sup>nd</sup> team match was abandoned part-way through is irrelevant, if an individual has already participated in a match on a given day, for however long, they are not permitted to then participate in another.

However, the away team were aware of this issue during the fixture but did not follow the REG 12 playing under protest regulations procedure correctly and therefore are deemed to have accepted the conditions.

The Playing Under Protest Form was not signed by the home team captain, which is an essential requirement of REG 12.3, and therefore under REG 12.3.1. the PUP Form is not valid to support this appeal. The away team have stated that the home team captain refused to sign the PUP Form, however REG 12.3.2 is clear that if this is the case the team are to log this with their AU immediately who in turn can log it with the opposition AU and BUCS in order for the PUP Form to remain valid. Doing so also affords the opportunity for the AUs and/or BUCS to intervene and try and get the form signed or any issues raised resolved at the time. Given that the fixture was on a Wednesday afternoon at 14:00 there are not deemed to be any mitigating circumstances as to why this would not have been possible to do.

REG 12 does not offer any alternatives to the signing by the opposition captain and so the referee signing the form cannot be counted as meeting the requirements of the regulation – from the video this also appears to have taken place post-match. Furthermore, the PUP Form does not show time of completion/signing by the away team captain and so would be invalid on account of this. The video titled

"Refusal to sign" also does not clearly show this event happening, nor is it possible to know at what point in the fixture this was.

The video titled "*Player 1 signing form*" appears to show a discussion with a member of the opposition about the signing of the form but it is unclear as to at what point this took place. The home team do state that when their captain was asked to sign the form that he "asked if they could get on with the game so there were no more interruptions and he would sign it at the end of the match", but again there is not clarity as to at what point this occurred, whether this was immediately upon the breach of regulations becoming apparent or at a later stage, and is not claimed to be an outright refusal. At this point, the away team should have followed REG 12.3.2 if they felt this was a refusal. However, the home team's captain should be aware of his responsibility to sign the form when it is presented to him under REG 12 and the institution are expected to educate him on this.

Therefore, the decision of the Panel is that the appeal is rejected, and the result shall stand. However, the Panel are splitting the £50 lodging fee between the two institutions, £25 each, as whilst it is an unsuccessful appeal from the away team, it is felt that had the home team understood and complied with regulations correctly then there would have been no concerns for the away team to bring this matter to appeal.

Furthermore, both institutions are required to review BUCS REG 12 with their teams so that they are aware of their responsibilities when it comes to either completing their own play under protest form, or when being presented one by the opposition.

Additionally, given the issues raised in this appeal with regards to the home team not seeming to be aware that individuals should not play for more than one team on a given day, the home team are required to provide copies of team sheets (that adhere to REG 11.2/REG 11.2.7) for all of their Men's Football teams for all 2019-20 season BUCS fixtures to [discipline@bucs.org.uk](mailto:discipline@bucs.org.uk) by Friday [REDACTED] for BUCS to review. If the home team have not been completing them adequately, then as per REG 11.2.9 they will be liable for sanctions as detailed in Appendix 11 ('BUCS Disciplinary Sanction Guidelines').

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